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DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND RICHLAND MEADOWLAND, LTD. RELATIVE TO
THE WOODCREEK EAST PROJECT

CF: 0403-06-01 Final Development
Subdivisions
Woodcreek East

FILED

MAR 27 2000

CITY OF ROSEVILLE

BY _____

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND RICHLAND MEADOWLAND, LTD.
RELATIVE TO THE WOODCREEK EAST PROJECT**

This Development Agreement is entered into this 8th day of February 2000, by and between the CITY OF ROSEVILLE, a municipal corporation, (hereinafter "City") and RICHLAND MEADOWLAND, LTD., a Texas limited partnership, (hereinafter "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (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 192 acres located in the City of Roseville, County of Placer, as described in Exhibit "A-1" and shown on Exhibit "A-2" (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner represents that it owns the Property in fee and that all persons holding legal or equitable interests in the Property shall be bound by the Agreement. Landowner seeks City's approval of proposed land uses and zoning consistent with the Roseville General Plan (the "General Plan").

3. Hearing. On December 2, 1999, the City Planning Commission, designated 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 and recommended that the City Council approve this Agreement.

4. Mitigated Negative Declaration. On December 15, 1999, the City Council ratified as adequate and complete the Mitigated Negative Declaration (the "Negative Declaration") for the Woodcreek East project (the "Project"). Mitigation measures were suggested in the Negative Declaration and are incorporated to the extent feasible 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.

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

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

6.1 The Roseville General Plan, as amended by Resolution No. 99-526;

6.2 The Rezoning of the Property pursuant to Ordinance No. 3452, dated January 5, 2000; and

6.3 This Development Agreement, as adopted by Ordinance No. 3453 the "Adopting Ordinance").

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

7. 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.

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

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

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

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Zoning Ordinance of the City of Roseville, Chapter 19.84, related to Development Agreements.

12. 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. 99-526.

1. 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 set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits "A-1" and "A-2". It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and/or assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Richland Meadowland, Ltd., and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

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 shall extend for a period of twenty (20) years thereafter, 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 the 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) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Services District required by Section 3.16, or other financing mechanism acceptable to the City, to the extent required

hereby; and (iii) an affordable purchase or rental housing agreement, if required for such lot pursuant to Section 2.5, 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) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within the Services District required by Section 3.16, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.5, 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 expense, 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 (and/or any successor owner of any portion of the Property, to the extent such portion of the Property is 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 Ordinance and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved Entitlements without the requirement of a public hearing or approval by the City Council. Accordingly, approval by the Planning Director of any minor modifications to the Entitlements which are consistent with this Agreement (including minor modifications to the boundary between single family residential and park and recreation buffer areas) 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 expense, with the County Recorder within ten (10) days of the Agreement, 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 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.

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 the Entitlements. City acknowledges that the Entitlements include the following land uses and approximate acreages for the Property:

Single Family, Low Density Residential	351 units on 104.48 acres
Industrial	3.33 acres
Park	8.25 acres
Park and Recreation Buffer	7.67 acres
Open Space	64.26 acres
TOTAL	187.99 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. Except as provided in this section, Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the 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 is not in default under this Agreement. Any tentative map proposed for the Property shall comply with the policies and standards of the General Plan Noise Element and any related CEQA or other noise mitigation measures as determined by the City Council. Compliance with such policies, standards and mitigation may result in the requirement to process a proposed General Plan amendment and rezone which could result in a reduction of the number of acres of residential land use and number of residential units. Landowner and City acknowledge that minor adjustments to the land uses at the boundary of the Single Family Residential and Park and Recreation buffer areas may be necessary at the time that Landowner obtains approval of any small lot tentative subdivision map for the Property.

2.3 Rules, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height, 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 amend this Agreement pursuant to Section 1.4. 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, 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.

2.3.2 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 and Landowner shall take such action as may be required pursuant to section 4.1 of this Agreement to comply therewith.

2.3.3 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 unreasonably delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the effective date of this Agreement.

2.4 City Fees, Taxes and Assessments.

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

2.4.2 Public Financing Limited to Specific Funding Mechanisms and Fees. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific obligations to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of specific facilities and improvements in relation to development of the Property shall be to pay City fees related to the construction and provisions 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 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 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.

2.5 Affordable Housing. In satisfaction of the City's 10% Affordable Housing Goal and consistent with the goals and policies of the City's General Plan Housing Element, Landowner agrees that nine (9) single family residential units shall be reserved to provide purchase housing that is affordable to middle income households in accordance with the provisions of Section 2.5.1 below and that an in lieu fee shall be established to be used to expand affordable housing opportunities for very low and low income households in accordance with the provisions of Section 2.5.2 below as an alternative to providing twenty-six (26) units of rental housing affordable to such households.

The terms "very low income" means households earning less than fifty percent (50%) of median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eight-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.

2.5.1 Affordable Purchase Residential Units. Landowner agrees that nine (9) single family residential units shall be reserved for participation in the City's middle income affordable purchase program. Such units shall be reasonably distributed within the Woodcreek East project. Landowner shall make the nine (9) reserved units available to middle income households without City subsidy.

2.5.1.1 Agreement Required. Prior to the approval of each (if more than one) final residential 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 2.5. The Affordable Purchase Housing Development Agreement(s) shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of affordable housing units within the subdivision (provided that, with approval of the City's Housing and Redevelopment Director (hereinafter "Director"), 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, and provisions for sharing of equity appreciation where applicable.

2.5.1.2 Unit Prices and Marketing. Landowner agrees that the middle income affordable purchase units reserved pursuant to this Section 2.5 shall be priced, at the time of sale, at or below the price that would be affordable to a middle income household. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City

of Roseville. Landowner shall use its best efforts to sell such units to qualifying middle income households. Such best efforts shall be coordinated with the Director, or such other official as may be designated by City and include, without limitation:

- i. special advertising prior to the release of the affordable units for sale indicating the availability thereof to middle income households,
- ii. maintenance of a waiting list of applicant middle income households seeking housing opportunities in Landowner's developments;
- iii. notification of any such applicant households (such notification to include all applicant households from any list provided by the Manager) prior to any release of affordable units, and the prerelease, by at least one week, of such affordable units to such households; and,
- iv. for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner shall market such units to middle income households for a minimum of ten days. Units unsold to middle income households after such ten day marketing effort may be sold as market price units. Such units shall nonetheless be credited against Landowner's affordable purchase obligation.

2.5.1.3 Qualification of Affordable Units. Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle income household, Landowner shall notify the Director in writing of such sale and provide information verifying such qualification as low income. If no objection or request for information is made by Director within ten (10) working days of receipt of Landowner's notice by City, Landowner may convey the unit to a buyer and Landowner's obligation with respect to Section 2.5 shall be deemed fulfilled to the extent of such unit. Within ten (10) working days of receipt of such notice, Director may deliver a written objection to such sale or a written request for supplementary information. In the event of receipt of an objection or request, Landowner shall refrain from conveying the unit unless and until the objection or request is withdrawn by Director. In the event that Director, after receipt of information from or consultation with Landowner, declines to withdraw the objection or issues additional requests, Landowner may request and shall be entitled to a hearing within thirty (30) days of such a request before the Council of the City of Roseville which shall have the sole and final authority, reasonably exercised, to determine the eligibility of the proposed buyer and the extent to which the obligation created pursuant to this Section 2.5 shall have been fulfilled.

2.5.1.4 Exterior Materials on Affordable Units. The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

2.5.1.5 Not a Limitation. Nothing in the foregoing section 2.5 shall be construed to limit Landowner from offering units for purchase to households of middle income in excess of the number of units specified.

2.5.2 In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of nine (9) affordable purchase units pursuant to section 2.5.1 above, Landowner agrees to make provision for an additional twenty-six (26) low/very low income affordable units through an in lieu housing fund in the amount of \$15,000 per unit for a total of \$390,000. The in lieu funds shall be generated through a fee of \$1,143 per unit to be paid by the 342 market rate residential units prior to issuance of a building permit for each unit, though such funds, or any part thereof, may be advance funded by Landowner, at Landowner's sole discretion. The in lieu fee will not be assessed against the nine (9) affordable purchase units. 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 rental program;
- ii. to write down the purchase price of the reserved middle income purchase units to a price that is affordable to low income households; or
- iii. to otherwise further the goal of expanding housing affordability for low income households.

2.6 Wetlands.

2.6.1 404 Permit. Landowner has obtained from the U.S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill a portion of wetlands on the Property (approximately 1.83 acres) in conjunction with development of the Property. Landowner intends to mitigate the impacts of such wetlands fills through onsite recreation of wetlands, purchase of wetland mitigation credits in an offsite wetland mitigation bank, and/or restoration of degraded wetlands at an agency approved offsite location.

Prior to commencement of construction of any improvements on the Property, Landowner shall process, and use good faith efforts to obtain, an amendment to its 404 Permit to permit the development of bike trails, stream crossings, public utilities and ancillary improvements to be located within the Environmental Preserves as generally shown on Exhibit "C," attached hereto. Landowner shall keep the City reasonably informed regarding its progress of obtaining approval of such amendment to its 404 Permit from applicable governmental agencies and any such approval, if obtained, shall be with conditions satisfactory to the City. If any significant modifications occur to the 404 Permit during or as a result of approval of such amendment, which conflict, in any material manner, with the Entitlements related thereto, the amendment to the 404 Permit shall be subject to Landowner approval, and the proposal for such an amendment to the 404 Permit shall be resubmitted to City for review. The City may approve or deny any request to locate any bike trail or public utility facility

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within or out of the Environmental Preserves in connection with such amendment and the review of such modifications shall be made in accordance with the requirements of CEQA.

The 404 Permit requires preservation of certain areas within the Property ("Environmental Preserves"). Upon formation of the Services District or establishment of the endowment fee financing mechanism (provided for in section 3.16), with the authority to assume the costs of maintaining the Environmental Preserves in accordance with the 404 Permit and any amendment thereof, and upon the completion of the five (5) per year monitoring program jurisdiction to the 404 Permit, Landowner shall convey to the City and City shall accept the parcels comprising the Environmental Preserves, provided that the Environmental Preserves containing any portions to be improved by Landowner shall not be conveyed or accepted until the applicable bike trail improvements have been completed by Landowner and accepted by City. Prior to the City's acceptance of such parcels, all restrictions imposed thereon by the 404 Permit shall be subject to the review of the City, and Landowner shall have completed any improvements thereto that are required by the 404 Permit (e.g. fencing of areas).

2.6.2 Maintenance by Landowner. Landowner shall be solely responsible for satisfying all monitoring, reporting and, at the expense of the Services District or endowment fund, maintenance requirements under the 404 Permit and any amendment thereof. During the remaining and any extended monitoring period, Landowner shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit and any amendment thereof, which arise out of or relate to any failure of Landowner to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Environmental Preserves will be subject to the provisions of the 404 Permit and any amendment thereof. Landowner shall obtain all amendments to the 404 Permit which are or may be required in order to install the improvements specified in this Agreement in the Environmental Preserves.

SECTION 3: DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided herein, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances, either in effect as of the date of this Agreement subject to adjustment, or as may subsequently be adopted, in accordance with the provisions of section 2.4.2, above. Wherever this Agreement obligates "Landowner" to design, construct or install any improvements, the cost thereof may be provided by Landowner or by the CFD or other such financing mechanism, subject to and in accordance with the provisions thereof.

3.2 Parks and Open Space. Landowner shall dedicate to City certain park and open space lands, and pay neighborhood and Citywide fees for construction for park improvements

all as set forth herein. Landowner shall retain the right, if necessary, to grade in the Park and Recreation zoned area of the Property as approved by City for required subdivision improvements.

3.2.1 Dedications. Landowner shall dedicate a total of 80.18 acres including both active and passive use park acres. The dedication of park acreage is shown on Exhibit "B." The dedication of park and recreation buffer areas shall be made at the same time as Landowner dedicates the Environmental Preserves pursuant to section 2.6 above, provided that any park and recreation buffer areas containing bike trails approved under the 404 Permit as may be amended shall be accepted by the City only after improvements to any approved trail segment have been completed. Upon request of City, Landowner shall dedicate the park site within the Property included in such request, provided the large lot subdivision map for the Property dividing said park site from the Property has then been recorded.

3.2.2 Financing and Construction of Park Improvements. Landowner shall design and construct park improvements for the 8.25-acre park site designated as Lot E on Exhibit E within the property as follows:

3.2.2.A The park facilities shall be constructed and improved according to a plan for the site to be prepared by Landowner and approved by City. The park facilities shall be designed in accordance with the design and improvement standards described in the City's Park Master Plan. The improvement plan shall include detailed construction drawings and specifications to be approved by the City. Landowner shall be responsible for all costs associated with plan approval including the costs of preparing the required construction documents. Landowner shall submit completed construction documents to the City prior to the issuance of the eighty-eighth (88th) building permit within the Property.

3.2.2.B Prior to the issuance of the one hundred seventy-sixth (176th) residential building permit within the Property, Landowner shall commence construction of the park improvements in accordance with the approved park construction documents. Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of section 5.4, below, to complete such park construction within one hundred eighty (180) days of the date of commencement.

3.2.2.C Landowner shall include all utilities, landscaping and irrigation facilities necessary to permanently serve the park.

3.2.2.D Upon completion of such park improvements by Landowner, City shall accept dedication of the park site and assume ownership and maintenance thereof through the establishment of a community facilities services district (CFD or Services District). In consideration of providing the park design and improvements, Landowner shall receive a credit against the neighborhood park fee in accordance with section 3.2.5, below.

3.2.3 Trail Improvements. At the time of construction of subdivision improvements pursuant to the first small lot residential tentative subdivision map with lots adjacent to park and recreation buffer or open space areas, Landowner agrees to construct the full bike/pedestrian trail system including bridge pursuant to the conceptual trail designs in Exhibit "C" or otherwise to the satisfaction of the City. The trail alternative to be constructed shall be determined and Landowner and City acknowledge that the final trail location may be subject to revisions at the time of approval of the first small lot residential tentative subdivision map. Any bike trail shall be designed and constructed according to the City's Standard details PK-30 and PK-31.

3.2.4 Frontage Improvements. When installing road improvements adjacent to the park site, landowner shall construct the frontage improvements therefor (excluding landscaping and sidewalks) and stub utilities for the park site, subject to direction from the City on the location of such utility stubs.

3.2.5 Park Fee and Credits. In accordance with the park financing plan, the parties acknowledge and agree that the neighborhood park fee (credit for park frontage improvements to be determined by City) for the Property shall initially be established at a base figure of \$1,774 per single family residential unit within the Property, subject to annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "CCI"). Because Landowner will be fully developing the neighborhood park for the Property, the design of which to be approved by the City, and because the maintenance of such park will be financed through a Services District as described in section 3.2.2.D, above, Landowner shall not be obligated to pay the neighborhood park construction portion of the neighborhood park fee of \$1,560 per single family unit but shall pay an amount representing the construction cost of a bicycle trail system for the Property substantially conforming to either that shown in Exhibit "C (ALT #1)" or "C (ALT #2)," subject to reimbursement by the City as provided herein. The bicycle trail portion of the neighborhood park fee is estimated to be approximately \$214 per single family unit based upon the bicycle trail alignment as shown on Exhibit "C (ALT #1)" and constructed at a cost of \$26 per lineal foot. If the bicycle trail alignment shown on Exhibit "C (ALT #2)," or some other alignment approved by the City, is approved for construction, the bicycle trail portion of the neighborhood park fee charged at the time of building permit issuance shall be adjusted accordingly based upon a construction cost not to exceed \$26 per lineal foot, as adjusted by the CCI, at the time of City's approval of the alternative bicycle trail alignment.

In the event the bicycle trail in the Environmental Preserves Open Space area not be approved as an amendment to the 404 Permit, the Landowner's Neighborhood Park Fee shall also be adjusted accordingly.

Landowner shall be reimbursed quarterly for the construction a bicycle trail facilities as approved by the City from the amounts received at the time of building permit issuance.

Landowner shall also be reimbursed from the City-wide park fee for construction of the bike trail bridge necessary to complete the community bike trail system in the vicinity of the Property. Such cost and credit is estimated to be approximately \$100,000.

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 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 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 to City for the collectors and local residential streets within the Property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of the final small lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other development within the Property), whichever occurs first, Landowner agrees to grant and convey to City the rights-of-way for any collectors, local residential 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 shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for utilities, for the applicable roadways shall be as shown in Exhibit "D" hereto.

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 On-Site Electric Facilities. Concurrently with the construction of the adjacent roadways, Landowner agrees to construct, or finance the construction of on-site electric distribution facilities required to provide electric served to the Property as directed by the Electric Utility Director as shown on Exhibits "E-1" and "E-2" attached hereto. The parties agree that Exhibit "E" is conceptual and preliminary in nature and that Landowner will construct or finance construction of electric distribution facilities in accordance with final on-site electric distribution designs for the Property as directed by the Electric Utility Director in accordance with applicable City of Roseville Electric Utility Department Specifications for such construction. Final on-site electric utility improvements including street lights, will be designed upon receipt of approved and adopted improvement plans for the applicable Plan Area roadways.

3.4.3 Off-Site Electric Facilities. Landowner shall be required to pay the cost and provide easements required to extend off-site electrical facilities as necessary to provide electrical service to the Property as determined by the Electric Utility Director generally as shown on Exhibits "E-1" and "E-2," attached hereto.

3.4.4 60 kV Line. The City has planned a 60kV overhead electric distribution line adjacent to the western boundary of the Property on Woodcreek Oaks Boulevard. At Landowner's request, the City will construct the line underground from the northern boundary of the Property to a point approximately 2300 lineal feet south to an existing twenty-foot (20') PUE along the southern boundary of the proposed single family lot area. Upon completion of construction, but no later than June 1, 2000, Landowner shall pay City \$225,000, representing the additional cost of underground as opposed to overhead construction. The remaining 950 lineal feet of 60kV line, from the southern boundary of the proposed single family lot area, southerly to a future electric substation site on Woodcreek Oaks Boulevard will be constructed overhead by the City. Landowner shall provide public utility easements necessary for such line. See Exhibit E-2. attached hereto.

3.4.5 Streetlights. Concurrently with the construction of the interior roadways, Landowner agrees 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 the applicable requirements of the Electric Department.

3.4.6 Electrical Efficiency. In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal Regulations (10 Code of Federal Regulations Section 430.2 (1991) adopted by the State of California in Title 24 of the Code of California Regulations. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. As of the date of this Agreement, the applicable standards would require an increase of SEER Rating from 10 to 12. This increase may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit.

3.5 Drainage Improvements. Landowner shall provide drainage improvements as provided in this section and as shown in Exhibit "F" attached hereto.

3.5.1 Drainage Study. Prior to approval of any improvement plans for subdivision improvements for the Property, Landowner shall prepare a Drainage Study for its on-site drainage facilities to the satisfaction of the City Engineer. The Drainage Study shall identify the size and location of all major drainage facilities proposed for the Property, and shall be accompanied by all supporting calculations.

3.5.2 Other Agency Approval. Prior to the issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and/or 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.

Landowner 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 the 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 shall construct storm drain mains and laterals in accordance with the Drainage Study and with the City's then current improvement standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, residential, industrial and the park site. Landowner may use "cast in place" pipe for storm drains which are 24" in diameter or larger.

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

3.6 Water System Improvements. Landowner shall provide improvements to the potable water system as provided in this section and as shown in Exhibit "G" attached hereto. Landowner acknowledges that water demands of the Property shall not exceed the existing water budget allocated to the Property under its prior Light Industrial zoning.

3.6.1 Financing of Water Supply. Landowner 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. Landowner acknowledges these fees include the North Industrial Plan Area reimbursement to the North Central Roseville Specific Plan for waterline upsizing as set forth in Exhibit "H" attached hereto.

3.6.2 Water Lines. Landowner shall provide on-site improvements to the water system as shown on Exhibit "G". Landowner shall also provide looped water system facilities from Woodcreek Oaks Boulevard as determined by the Environmental Utilities Director, said decision by the Environmental Utilities Director to occur prior to approval of any small lot residential tentative subdivision map for the Property. Such facilities shall include an oversize water line through the subdivided portion of the Property to a stub at the western boundary of the park and recreation buffer and open space area. An easement shall be granted by Landowner across the park and recreation buffer and open space area to allow future construction of a waterline to connect off-site. Landowner shall cooperate with City to amend to its 404 permit to allow such easement and construction as provided in section 2.6.1, above. Landowner shall be responsible for obtaining all necessary state and federal regulatory permits necessary to construct such water facilities, and appurtenant easements. All improvements to be constructed by Landowner, 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 shall pay current plan check and inspection costs as is imposed by City for review and inspection of such improvements.

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

3.6.4 Water Softeners. No water softeners shall be used within the Property except for those approved by the Environmental Utilities Director. Property CC&Rs, if recorded, shall include this prohibition.

3.7 Recycled Water. Landowner shall provide improvements to the City's recycled water systems as provided in this section and as put forth in Exhibit "I" attached hereto. Landowner shall include the design and construction of a booster pump station for the park site that will generally consist of a wet well to boost either recycled or potable water. A potable, as well as recycled, water line will be provided to the park site. Until such time as recycled water is available, the booster pump station will pump potable water, thereafter, potable water will be used as a back-up. Landowner shall not be charged any connection or hook-up fee when such improvements are connected and brought on-line for service to the park site, whether with potable or recycled water. Landowner shall pay to City the actual costs (not to exceed \$7,500) incurred by the City to prepare a recycled water report for submission to appropriate state agencies and to obtain all necessary permits relating to the use of recycled water for the park site.

3.7.1 Recycled Water Improvements. The City intends to use recycled water for irrigation of the park site as generally shown on Exhibit "I". Landowner shall construct or fund construction of and dedicate upon completion thereof, a recycled water line extension from the City's backbone system from Woodcreek Oaks Boulevard to the park site, as generally shown on Exhibit "I". Such line shall be sized to serve the park site with a stub into such parcel as determined by the Environmental Utilities Director.

3.7.2 Improvement Standards. All recycled water system improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, inspection and final approval. This shall apply to distribution and irrigation systems. Landowner shall pay then current plan check and inspection costs as imposed by City for review and inspection of such improvements.

3.7.3 Public Utility Easements. Where the recycled water improvements are not located within road rights-of-way, as and when such recycled water improvements are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for ownership and maintenance purposes only. Easement widths shall be granted in accordance with the City's then current improvement standards.

3.8 Sewer Improvements. Landowner shall provide on-site improvements to the sewer system as described in this section and as shown in Exhibit "J" attached hereto. Landowner acknowledges that wastewater flows from the Property shall not exceed the flows anticipated for the Property in the City's Wastewater Master Plan under the Property's prior Light Industrial Zoning.

3.8.1 Sewer Plan. Prior to approval of any improvement plans for any improvements for the Property, Landowner shall prepare a sewer plan for its on-site sewer facilities, as shown on Exhibit "J" hereto, all to the satisfaction of the Environmental Utilities Director. All sewer improvements shall be consistent with the Regional Wastewater Master Plan. The sewer plan shall identify the size and location of sanitary sewer facilities proposed for the Property, and supported by necessary engineering calculations.

3.8.2 Improvement Standards. All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as imposed 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. Where the wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner

installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

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 shall fully improve the remaining two (eastern) lanes of Woodcreek Oaks Boulevard north of the Pleasant Grove Creek bridge. Landowner shall be reimbursed from the City's Traffic Mitigation Fee for the costs of constructing one lane (ten (10) feet) of improvements. Landowner shall fully improve the fourteen (14) feet wide landscaped roadway median and shall be reimbursed from the City's Traffic Mitigation Fee for one-half (1/2) the costs of the median and landscaping. Roadway improvements shall include curb, gutter, sidewalk, utilities, street lights, additional pavement at intersections to accommodate turn lanes and bus turnouts, transitional paving north of the Pleasant Grove Creek bridge, drainage facilities, traffic signing and striping, underground portions of traffic signals and signal interconnects and such additional facilities as are determined necessary by the City Engineer.

Where there are streets adjacent to open space, Landowner shall be responsible for full street improvements. Such improvements shall include sidewalks and landscaping adjacent to open space where required by subdivision conditions for the Property.

As to any road improvements to be constructed by Landowner hereunder, Landowner shall have the responsibility of securing all state and federal permits necessary for such construction.

3.9.2 Timing of Road Improvements.

3.9.2.1 Upon recordation of a residential-lot subdivision map for any portion of the Property, Landowner shall dedicate the rights-of-way within the Property required for the improvements described in this Section 3.9, and include the cost of construction of the improvements described in this Section 3.9. All subsequent maps shall require that the improvements to Woodcreek Oaks Boulevard as specified in this Section 3.9 be included as a condition to said maps.

3.9.2.2 Sidewalks and landscaping including city and neighborhood entry features to be installed within the road rights-of-way within the Property shall be installed concurrently with the subdivision improvements for any adjacent single-family residential-lot subdivision. Sidewalks and landscaping adjacent to open space parcels shall be installed concurrently with corresponding road improvements.

3.9.3 Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's then current standards for public streets. The rights-

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of-way required for such road improvements shall be as set forth in Exhibit "D", or, if not, as shown in the City's Improvement Standards.

3.9.4 Landscape Setbacks. For Woodcreek Oaks Boulevard the applicable landscape setback shall be thirty-five (35) feet. Such setback shall be measured generally from back of curb, except along intersection where bus turnouts, turn lanes, and other similar facilities may encroach into the landscape setback provided in no case may the landscape setback be reduced to a width of less than twenty (20) feet. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, soundwalls and related uses, and shall be included in the right-of-way. All landscaping and entry features shall be consistent with the North Roseville Specific Plan (NRSP) Design Guidelines which are incorporated into this Agreement by this reference as if fully set forth herein.

3.9.5 Traffic Signals. Landowner shall have no obligation to install or pay for the installation of any traffic signals within or adjacent to the Property, except through payment of the Traffic Mitigation Fee levied and collected by the City at the time of development pursuant to then existing City ordinances.

3.9.6 Update of City Fee Programs. City has determined that the proposed land use changes set forth in the Entitlements will have an insignificant effect on the City's Traffic Mitigation Fee program. Therefore, landowner agrees to pay the then current Traffic Mitigation Fee as adopted by the City Council for the North Industrial Plan Area.

Landowner agrees that the Property will be included in the assessment district formed pursuant to the Bizz Johnson Highway Interchange Joint Powers Authority (the "JPA") for the purpose of constructing interchanges along Highway 65 at Harding Boulevard/Stanford Ranch Road, Pleasant Grove Boulevard, Blue Oaks Boulevard and Sunset Boulevard. Landowner waives herewith any objection and consents to and will cooperate with City in the inclusion of the Property within such district.

The JPA is currently updating the JPA Fee program, which already includes the Property. The Landowner hereby agrees to pay the then current fee as established by the JPA for the North Industrial Plan Area ("the North Industrial Area"). Should the JPA choose to update the Fee program based on the Entitlements, Landowner shall pay all costs associated with the update and any fees collected within the Property prior to the Update shall be considered interim. If Landowner pays the Interim JPA Fee prior to amendment of the JPA Fee program, and if the Interim JPA Fee exceeds the fee that is ultimately adopted for the Property, then the excess amount collected from payment of such Interim JPA Fee shall be applied to reduce the JPA Fee to be adopted for the balance of the Property. If the interim JPA Fee is less than the JPA Fee that is ultimately adopted for the Property, then the total amount of the shortfall shall be added as a surcharge to such fee on a per-unit basis.

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 to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.10 Miscellaneous Public Facilities and Services.

3.10.1 Fire Tax. During the term of this Agreement, Landowner or its successors shall continue to pay the Fire Service Construction Tax set forth at Chapter 4.46 of the Roseville Municipal Code.

3.10.2 County-wide Facilities Fee. Landowner and City intend that Landowner shall pay the pending Countywide Facilities Impact Fee, in accordance with the provisions of Sections 2.3.1 and 2.4.2 above, if and when adopted by City.

3.10.3 Contribution to City-wide Improvements. Landowner agrees to advance \$300,000.00 toward City-wide improvements to be determined by the City Council, due upon the one-hundred and fiftieth building permit for single-family residential units on the Property or upon the sale of any CFD Bonds secured by the Property, whichever is earlier, but in no event later than December 31, 2001. If Landowner is obligated to fund such 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.

3.10.4 Entry Features. Landowner shall at the time of construction of adjacent landscaped corridor areas on the Property, construct City and neighborhood entry features in the landscape setback shown in Exhibit "K" attached hereto. Design of entry features shall be consistent with the NRSP Design Guidelines unless otherwise approved by City.

3.10.5 Utility Services. Prior to tentative map approval of any subdivision of the parcel referred to as the "Estate Lot," provision of electric, water and sewer services shall be determined to the satisfaction of the City.

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, assessments, or hazardous materials, 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 shall, for each such conveyance, provide to City at Landowner'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 any such conveyance by Landowner, Landowner shall be responsible at its sole cost and expense to fill any wetlands located on the applicable Parcels, including but not limited to, the designated neighborhood park site, to be conveyed in accordance with the terms and conditions of the 404 Permit, to be adopted pursuant to Section 2.6 above.

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

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

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 certain improvements or facilities to be determined by the City and Landowner as generally shown on Exhibit "L," 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 section 53311 *et seq.* of the Government Code. Landowner agrees to participate in a ballot election to approve the formation of the CFD, and any obligations created thereby, if requested by City.

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

3.14.1.3 Nothing in this section shall be construed to preclude the payment by an owner of any lots to be included within the CFD of 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 a form and substance acceptable to City, whereby Landowner shall covenant to finance 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.

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

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

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 certain improvements or facilities to be determined by the City and Landowner as generally shown on Exhibit "L," 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 section 53311 et seq. of the Government Code. Landowner agrees to participate in a ballot election to approve the formation of the CFD, and any obligations created thereby, if requested by City.

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

3.14.1.3 Nothing in this section shall be construed to preclude the payment by an owner of any lots to be included within the CFD of 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 a form and substance acceptable to City, whereby Landowner shall covenant to finance 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.

CPD: 2000 OCT 4 10:52

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.

3.14.2 Effect of CFD Financing on Credits and Reimbursements. Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner in consideration of the construction of certain improvements, if and where those improvements are financed by the CFD, then (a) any credits associated therewith shall be allocated to and run with the Parcels within the CFD in such proportions as City and Landowner shall agree in writing, and (b) any reimbursements associated therewith shall be paid to the CFD.

3.15 Completion of Improvements. City generally requires that all improvements necessary to service new development be 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 all of the CFD Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all 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 prior to completion of all 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.

Landowner further acknowledges that all utilities to be installed by Landowner pursuant to Sections 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 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 a CFD Services District has been formed for the Property. Landowner consents to and shall cooperate in such 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 3.16.2 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.

3.16.1.2 Public Parcel Exclusion. Landowner expressly agrees that parcels conveyed or to be conveyed to the City of Roseville shall be excluded from any assessment to be imposed by the Services District.

3.16.2 Obligations. The Services District, as described in Section 3.16.1, shall:

3.16.2.1 maintain the landscape setback on the eastern side of Woodcreek Oaks Boulevard, including landscaped median and City and neighborhood entry features;

3.16.2.2 maintain all public pedestrian or bicycle pathways which connect single family residential parcels to roadways and to the park site, to the extent that such pathways are not within or adjacent to public streets or within the improved park site or otherwise required to be maintained by City hereunder;

3.16.2.3 maintain all the Environmental Preserves, at City's discretion, including any buffer areas related thereto, Park and Recreation parcels and such buffer areas to include any lettered lots that are designated at the time of approval of any small lot tentative subdivision map for open space or park and recreation uses (collectively, hereinafter, "the buffer areas"). In lieu of the Services District maintenance of Environmental Preserves and the buffer areas, if requested by Landowner, City agrees that an endowment fund will be created in order to fund the perpetual maintenance, monitoring and reporting requirements for the Environmental Preserves and the buffer areas included therein. If Landowner requests the City to create such a fund, Landowner shall consent to City's imposition and collection of an "environmental endowment fee" to be assessed upon the Property in an amount per residential lot to be agreed upon with the City, payable at the time an application for a building permit is filed with the City. City shall deposit all such fees so collected into a specially designated account in order to fund an endowment for the perpetual maintenance, monitoring and reporting for the Environmental Preserves as required by the 404 Permit and all amendments thereto. Prior to the time when the environmental endowment fees have been collected from all residential lots within the Property, the Services District will assume the costs of monitoring, reporting and maintaining the Environmental Preserves in accordance with the requirements of the 404 Permit and all amendments thereto;

3.16.2.4 conduct, manage and finance the environmental mitigation monitoring, and the annual review thereof, as required by the mitigation monitoring plan related to the Negative Declaration; and

3.16.2.5 maintain the trees in the landscape setback on Woodcreek Oaks Boulevard described in Section 3.9.5.

3.16.2.6 maintain the neighborhood park site.

3.16.2.7 subject to City approval, maintain the sound attenuation wall, berm, related facilities and other sound attenuating devices constructed as part of the CFD.

3.16.3 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements to the Services District, Landowner 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.

SECTION 4: CITY OBLIGATIONS

4.1 City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, 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 Reimbursement. 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 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 Credits Against Fees. Landowner shall receive the following fee credits:

4.2.1.1 The Neighborhood Park Fee credit for park and park frontage improvements pursuant to section 3.2.5, above.

4.2.1.2 Any JPA fee credit pursuant to section 3.9.6 above.

4.2.2 Participation/Reimbursement By City. The parties agree that Landowner shall not be entitled to any reimbursement from the City for the construction of any public improvements required by this Agreement unless explicitly provided herein.

4.2.3 Reimbursement by Third Parties. In the case of public road improvements which abut property owned by third persons 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. City's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement.

4.2.4 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.

4.2.5 Interest on Reimbursements. In each case in which this Agreement provides that Landowner is entitled to receive reimbursement for improvements from third parties or is required to pay reimbursement to third parties, Landowner shall be entitled to receive, or be obligated to pay, interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Such interest shall be the lesser of the following, as calculated by the Finance Director.

4.2.5.1 The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the Finance Director) and the base amount; and

4.2.5.2 The amount of adjustment to the base amount for construction costs inflation, based upon the CCI (should such index no longer exist, the Finance Director shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction), from the time of completion and acceptance to the time of reimbursement.

4.2.6 Term for Credits and Reimbursement. 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.

4.2.7 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 approvals 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 3.16 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. Prior to such formation, 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.

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 Improvements described hereunder shall be treated as such offsite 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 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

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under Section 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

4.5 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, initiatives and referenda that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Entitlements. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by 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 Citywide 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.

4.6 Disclosures to Subsequent Purchasers. All tentative subdivision map approvals for the Property shall include a condition requiring Landowner to disclose to subsequent purchasers the following items: a) the existence of Woodcreek Oaks Boulevard as a future designated truck route; b) the existence of industrial land uses on three sides of the Property, and specifically that such industrial uses may involve twenty-four operations including noise, lights, trucks, and that a wide variety of industrial uses may be developed in the vicinity. etc.; and c) the existence and nature of the NCPA turbine facility to the north of the Property and its noise generating capacity which may exceed General Plan noise standards adjacent to sensitive (residential) uses.

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

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

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

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

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

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

5.3 Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds or termination or cancellation of this Agreement. Nothing in this Section 5.3 shall be deemed a waiver of any remedy otherwise available to City or Landowner.

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

5.5 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. 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.

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

construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

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

SECTION 6: HOLD HARMLESS AGREEMENT

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

SECTION 7: PROJECT AS A PRIVATE UNDERTAKING

Its 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 or referendum, which changes, alters or amends the rules, regulations and policies applicable to the development to the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

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

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and/or 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 other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

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

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

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

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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
316 Vernon Street, Room 104
Roseville, CA 95678

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

Richland Meadowland, Ltd.
2220 Douglas Boulevard, Suite 290
Roseville, CA 95661
Attention: Stephen Thurtle

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

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

SECTION 12: FORM OF AGREEMENT, EXHIBITS

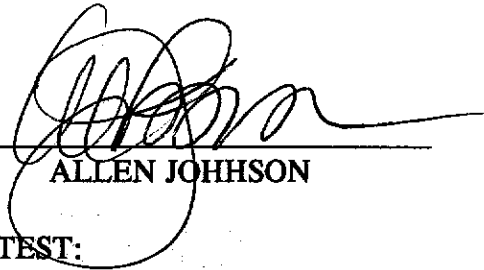
This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of thirty-four (34) pages and fifteen (15) exhibits, which constitute the entire understanding and agreement of the parties.

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.3453, adopted by the Council of the City of Roseville on the 5th day of January 2000, and Landowner has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

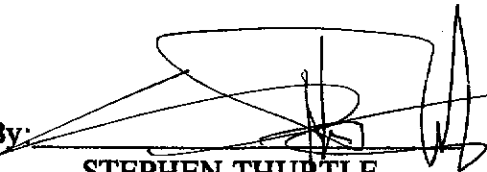
RICHLAND MEADOWLAND, LTD.,
a Texas limited partnership

By: 
ALLEN JOHHSON


By: RICHLAND PROPERTIES, INC.,
a Texas corporation
General Partner

ATTEST:

By: 
CAROLYN PARKINSON
City Clerk

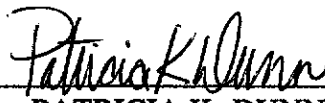
By: 
STEPHEN THURTL
Vice President

APPROVED AS TO FORM:

By: 
its: Vice President

By: 
MARK J. DOANE
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
PATRICIA K. DUNN
Planning Director

2000 1000 2000 2000

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 8 day of February in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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 Parkinson

Notary Public in and for said State



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

Title or Type of Document Level Agent

Date of Document 2.8.2000

Acknowledgment - All Purpose

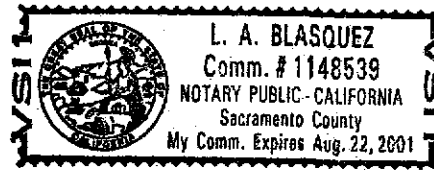
NOTARY PUBLIC STATE OF CALIFORNIA

STATE OF CALIFORNIA }
 } ss.
COUNTY OF PLACER }

On 1-5-00, before me, L. A. BLASQUEZ, a Notary Public, personally appeared STEPHEN THURTL, personally known to me (or 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 entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *L. A. Blasquez*



STATE OF FLORIDA §
 § ss.
COUNTY OF Hillsborough §

On January 17, 2000, before me, MICHELLE M. HACEK, a Notary Public, personally appeared DANIEL B. GREEN, personally known to me (or 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.


Signature



**WOODCREEK EAST DEVELOPMENT AGREEMENT
LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Title</u>
A-1	Property Description
A-2	Plat
B	Land Uses for the Woodcreek east Property
B-1	Berm and Wall Location
C	Conceptual Trail Alternatives
D	Roadways
E	Electric Plan
F	Drainage Plan
G	Water Plan
H	North Industrial Reimbursement to NCRSP
I	Reclaimed Water
J	Sewer Plan
K	Neighborhood and City Entry Features
L	Potential CFD Improvement List
M	Form of Assumption Agreement

EXHIBIT "A-1"

DESCRIPTION OF LANDOWNER'S PROPERTY

All that certain real property situate in a portion of Sections 16 and 17, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and as shown on Parcel Map and filed for Record in Book "20" of Maps at Page 126 of the Official Records of Placer County and being more particularly described as follows:

Parcel 2 as shown on that certain Parcel Map filed in Book 20 of Maps at Page 126, Placer County Records.

Excepting therefrom that certain Lot Line Adjustment recorded in Document No. 98-0048563 Official records of Placer County on June 24, 1998 containing 2.836 acres more or less.

Also Excepting therefrom that certain Public Road and Utility easement recorded in Document No. 98-0056983 Official records of Placer County on July 22, 1998.

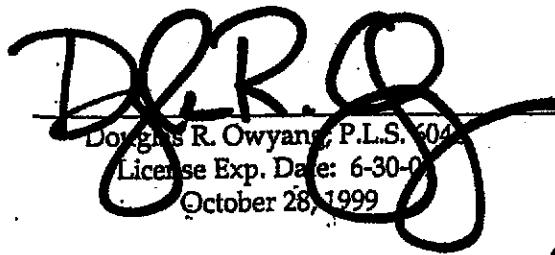
Containing 187.99 acres more or less.

See Exhibit "A-2" attached hereto and made a part hereof.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1376 Lead Hill; Suite 150
Roseville; California 95661-2944


Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-01
October 28, 1999



PLACER COUNTY
CITY OF ROSEVILLE CORPORATE LIMITS

S8 S9
S17 S16

DIAGRAM OF
LANDOWNER'S PROPERTY
WOODCREEK EAST

APN 017-112-037
(187.99 ± ac.)

WOODCREEK OAKS BLVD.

APN 017-112-037

CITY OF ROSEVILLE CORPORATE LIMITS
PLACER COUNTY

PLACER COUNTY
CITY OF ROSEVILLE
CORPORATE LIMITS

Exhibit A-2
THE WOODCREEK EAST PLAN AREA
HIGH SCHOOL IMPACT FEE
MITIGATION AGREEMENT

MACKAY & SOMPS
CIVIL ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189
FAX: (916) 773-2595

DRO	1"=500'	10-28-99	18139-00
DRAWN BY	SCALE	DATE	JOB NO.

11-24-1999 07:10:45 P:\18139\planning\school-mit.dwg

46

NICHO

FUTURE WOODCREEK OAKS BLVD.

R1
(97.18 ± ac.)

M1
(1.28 ± ac.)

Open Space
(9.67 ± ac.)

PR
(15.92 ± ac.)

Open Space
(54.59 ± ac.)

M1
(2.05 ± ac.)

R1/SA
(7.30 ± ac.)



NORTH

LAND USES

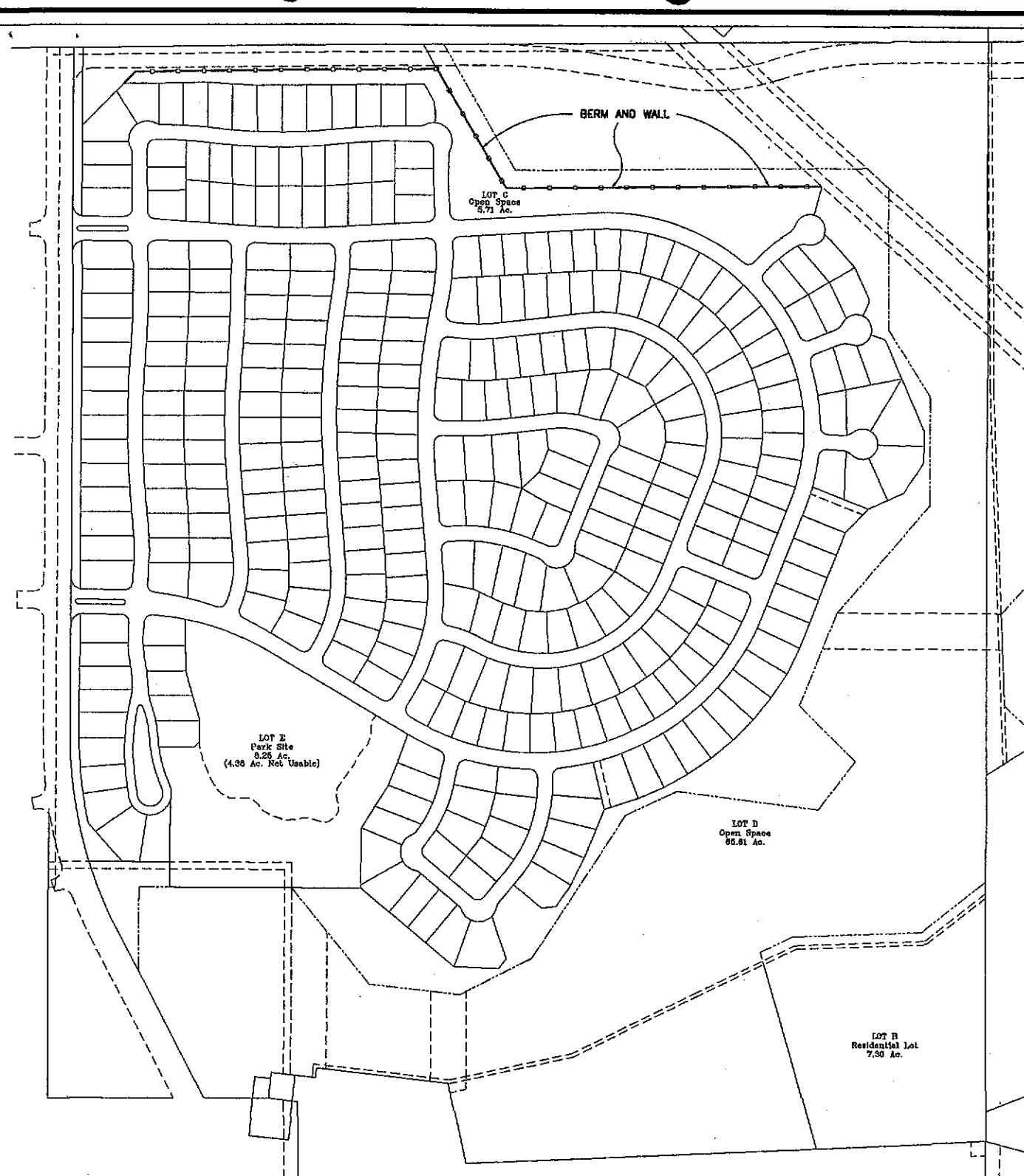
WOODCREEK EAST

Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. December 9, 1999

EXHIBIT "B"

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There are no references in this drawing.

12-09-1999 09:36:19 A:\10730\Planning\subsites\development_agreement\exhibit_B1.dwg
There are no references in this drawing.



NORTH

BERM AND WALL LOCATION

WOODCREEK EAST

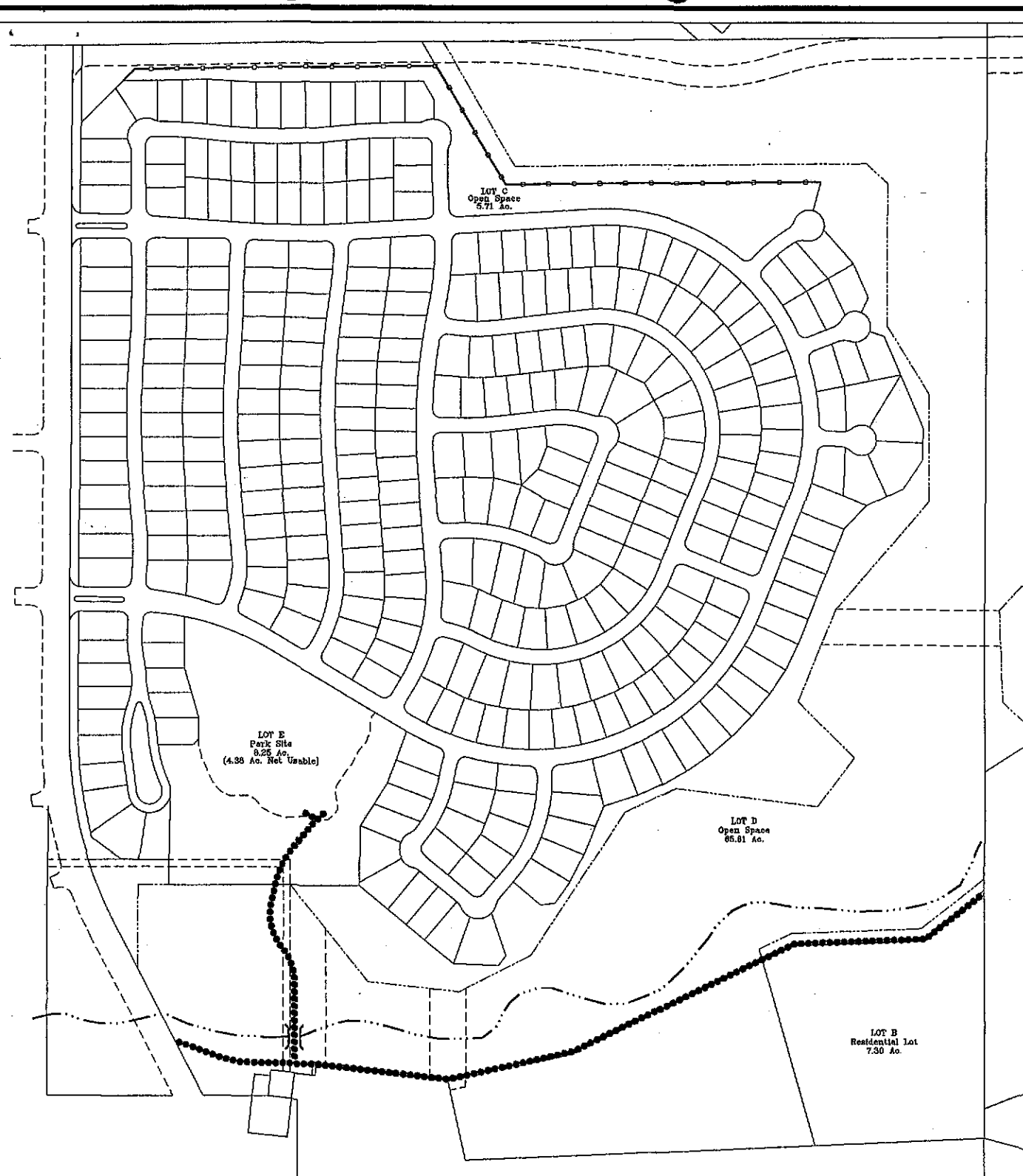
Richland Meadowland, Ltd.
Scale: N.T.S.

• MacKay & Somp Civil Engineers, Inc.
November 10, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

EXHIBIT "B-1"

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There are no references in this drawing.



NORTH

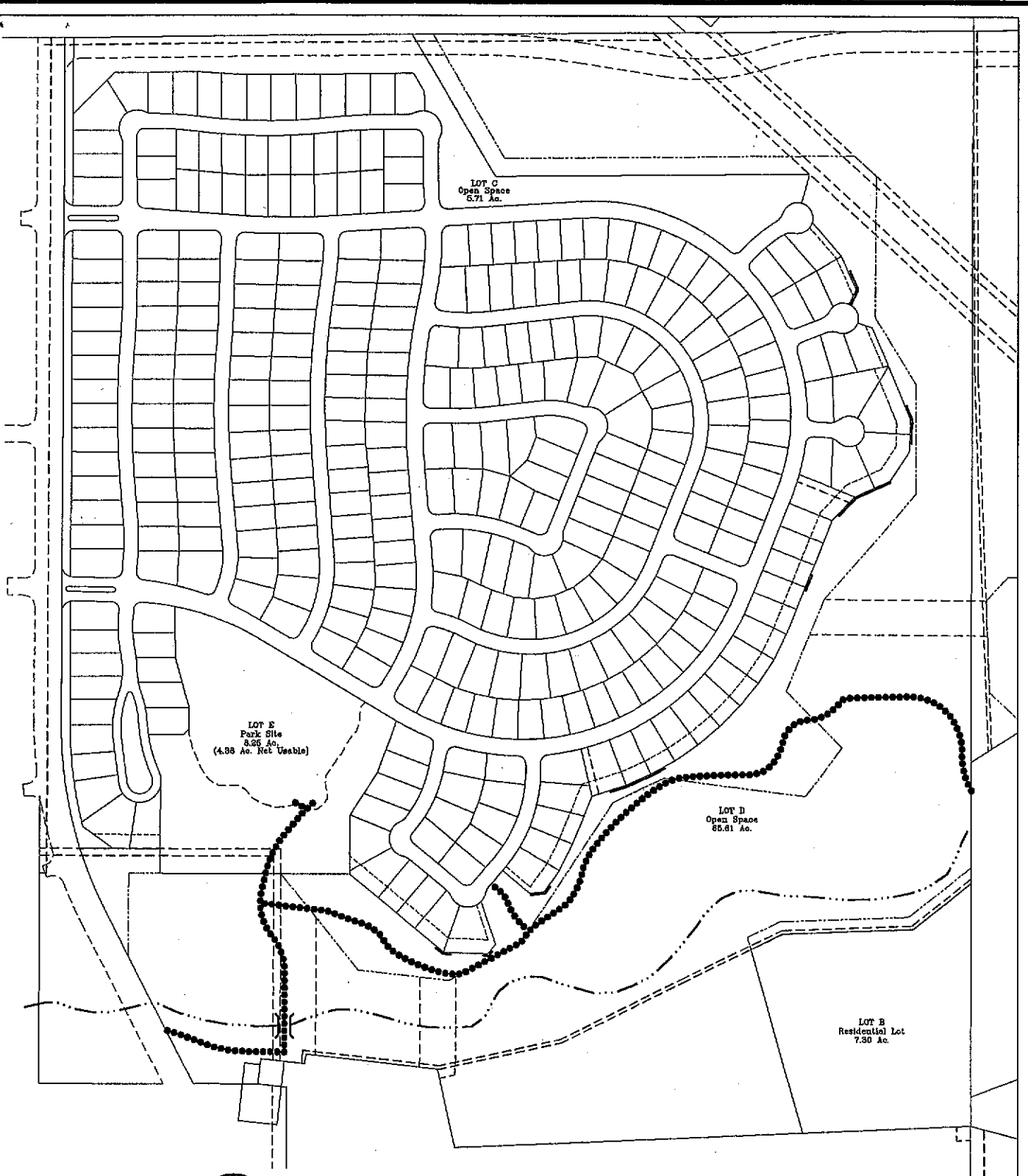
NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

CONCEPTUAL TRAIL EXHIBIT ALT #1
WOODCREEK EAST

EXHIBIT "C"
(ALT #1)

Richland Meadowland, Ltd. • MacKay & Somp Civil Engineers, Inc.
Scale: N.T.S. December 2, 1999

12-09-1999 08:23:45 A:\167139\planning\urbanis\development agreement\exhibit_c2.dwg
There are no references in this drawing.



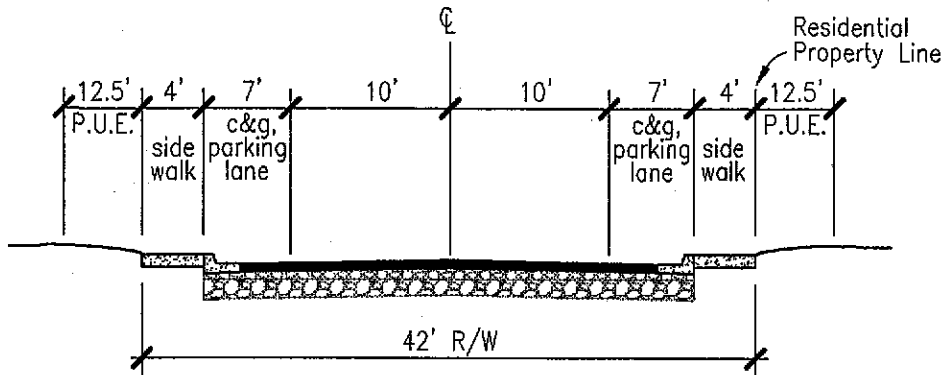
NORTH

CONCEPTUAL TRAIL EXHIBIT ALT #2
WOODCREEK EAST

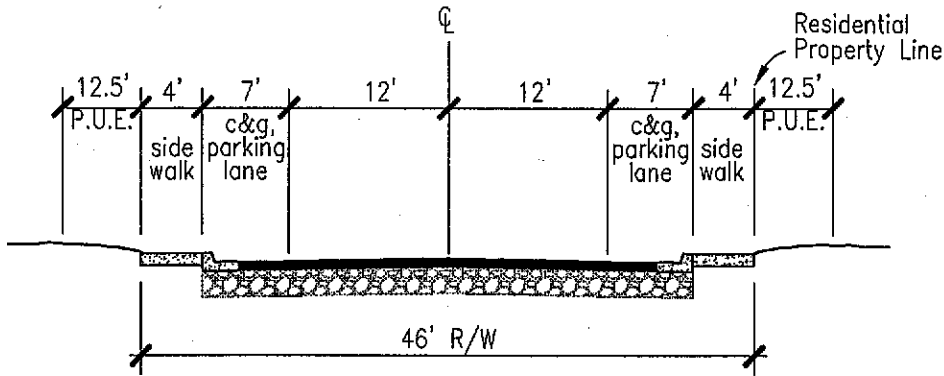
Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. December 2, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

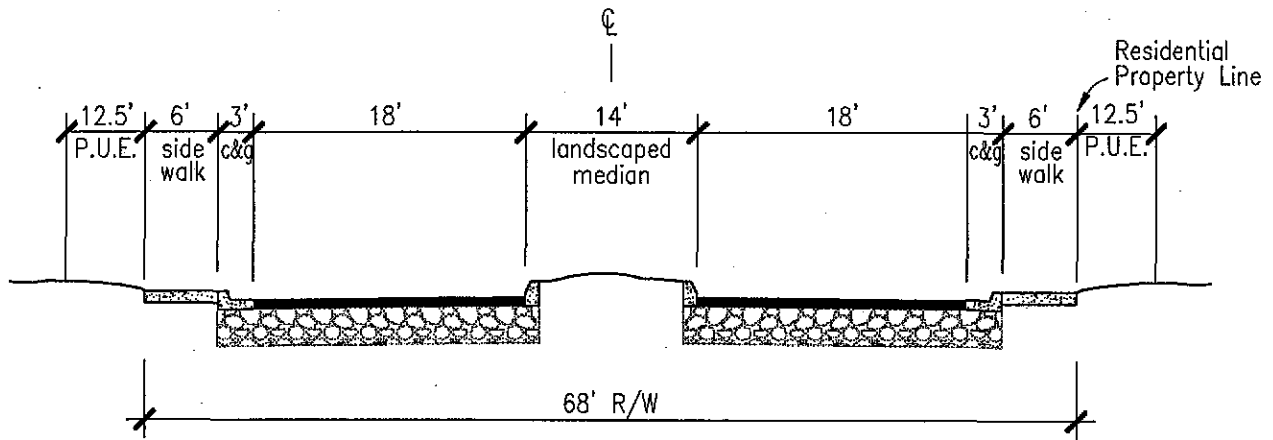
EXHIBIT "C"
(ALT #2)



Minor Residential Street
n.t.s.



Primary Residential Street
n.t.s.



Residential Entry Street
n.t.s.



NORTH

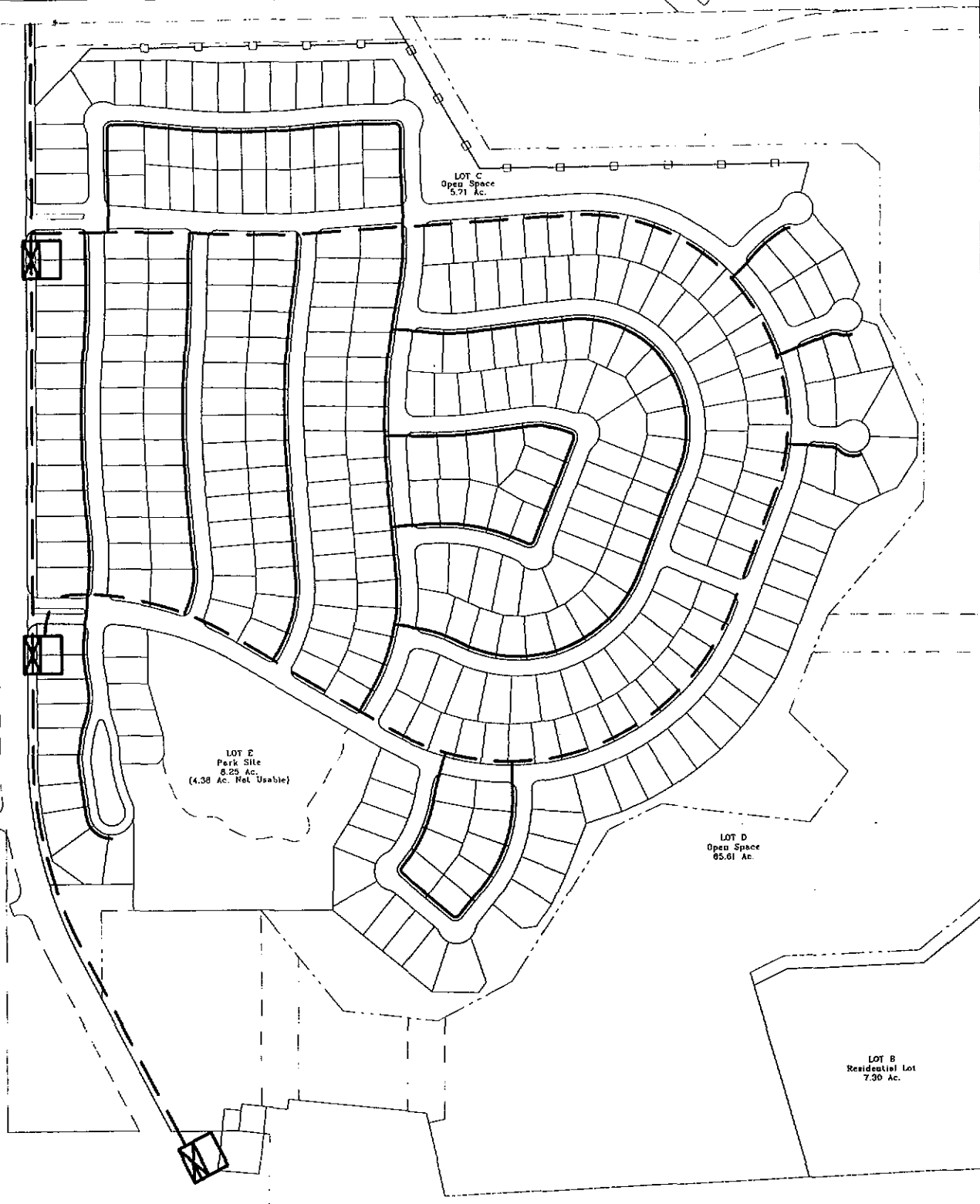
ROADWAYS

WOODCREEK EAST

Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. November 5, 1999

EXHIBIT "D"

1-05-2000 10:05:52 P:\18139\Planning\permits\development\agreement\terminal_1.dwg
there are no references in this drawing.



NORTH

ELECTRICAL PLAN

WOODCREEK EAST

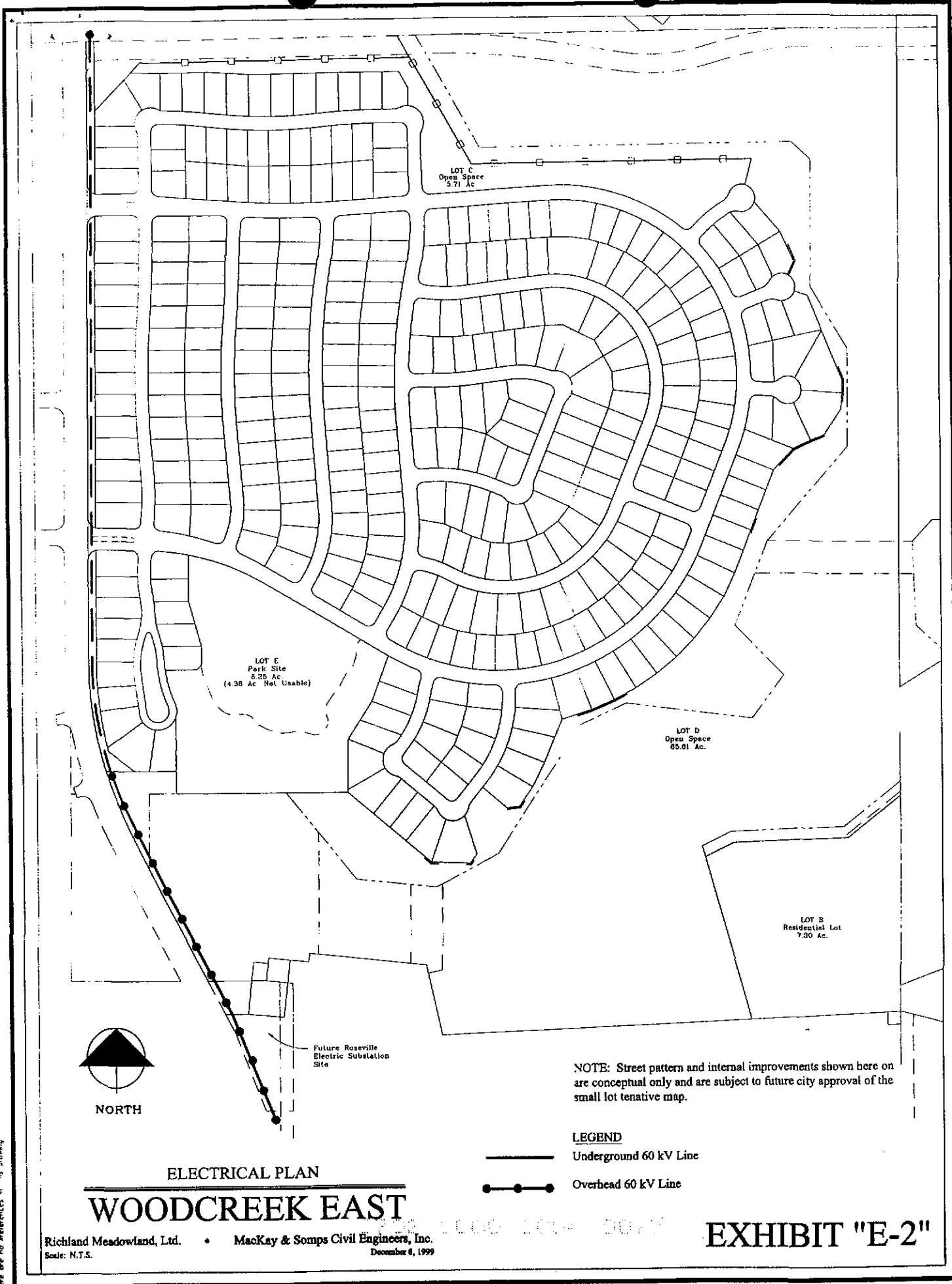
Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. December 8, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

- LEGEND**
- — — 12 kV Mainline
 - — — 12 kV Distribution

EXHIBIT "E-1"

1-05-2000 10:01:35 118139 (working) permits (development agreement, exhibit 1) / dmy
There are no references in this drawing



ELECTRICAL PLAN

WOODCREEK EAST

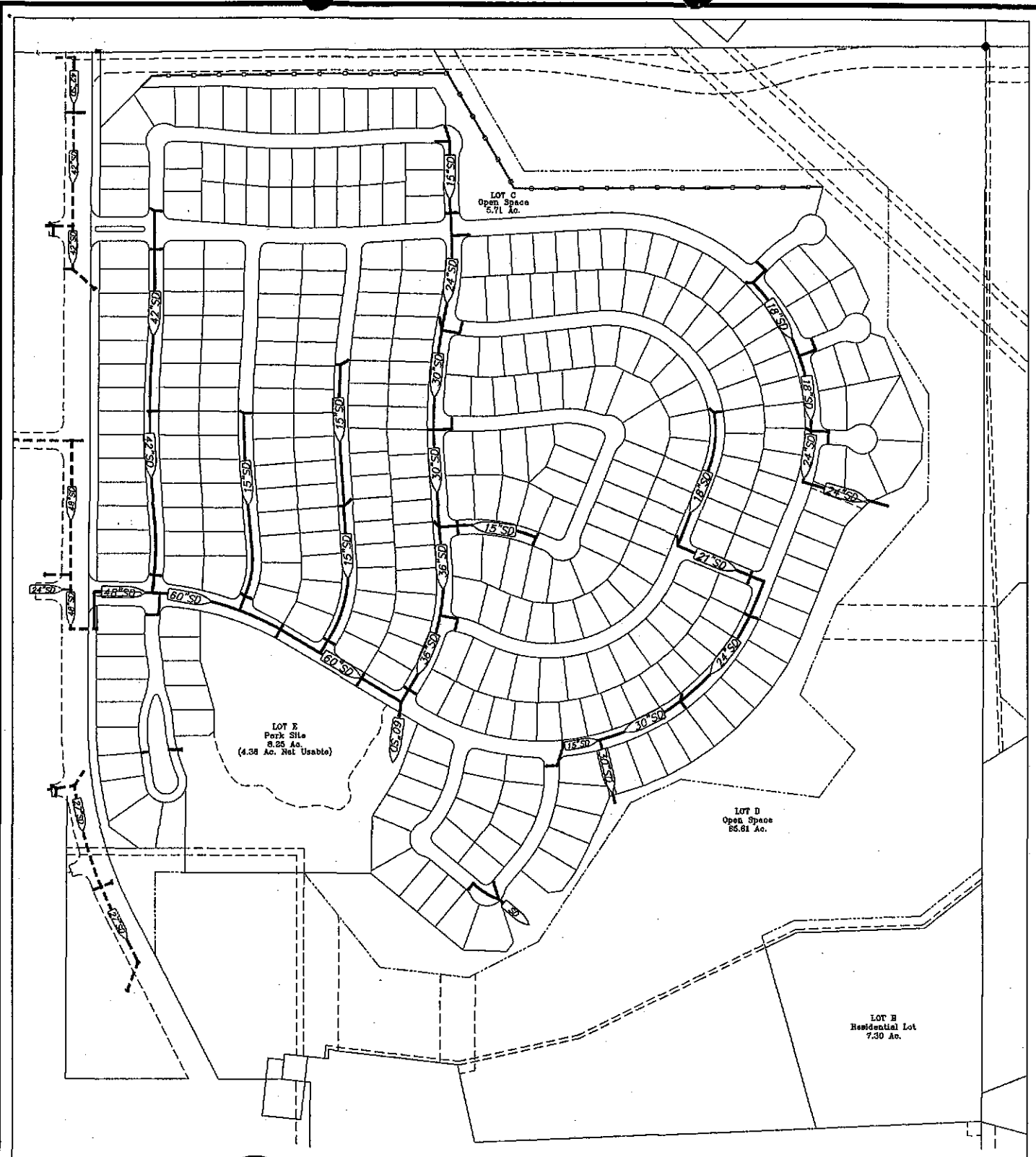
Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. December 8, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

- LEGEND**
- Underground 60 kV Line
 - - - - - Overhead 60 kV Line

EXHIBIT "E-2"

12-09-1999 09:37:26 P:\19139\planning\exhibits\development agreement\exhibit_F.dwg
There are no references to this drawing.



NORTH

DRAINAGE PLAN

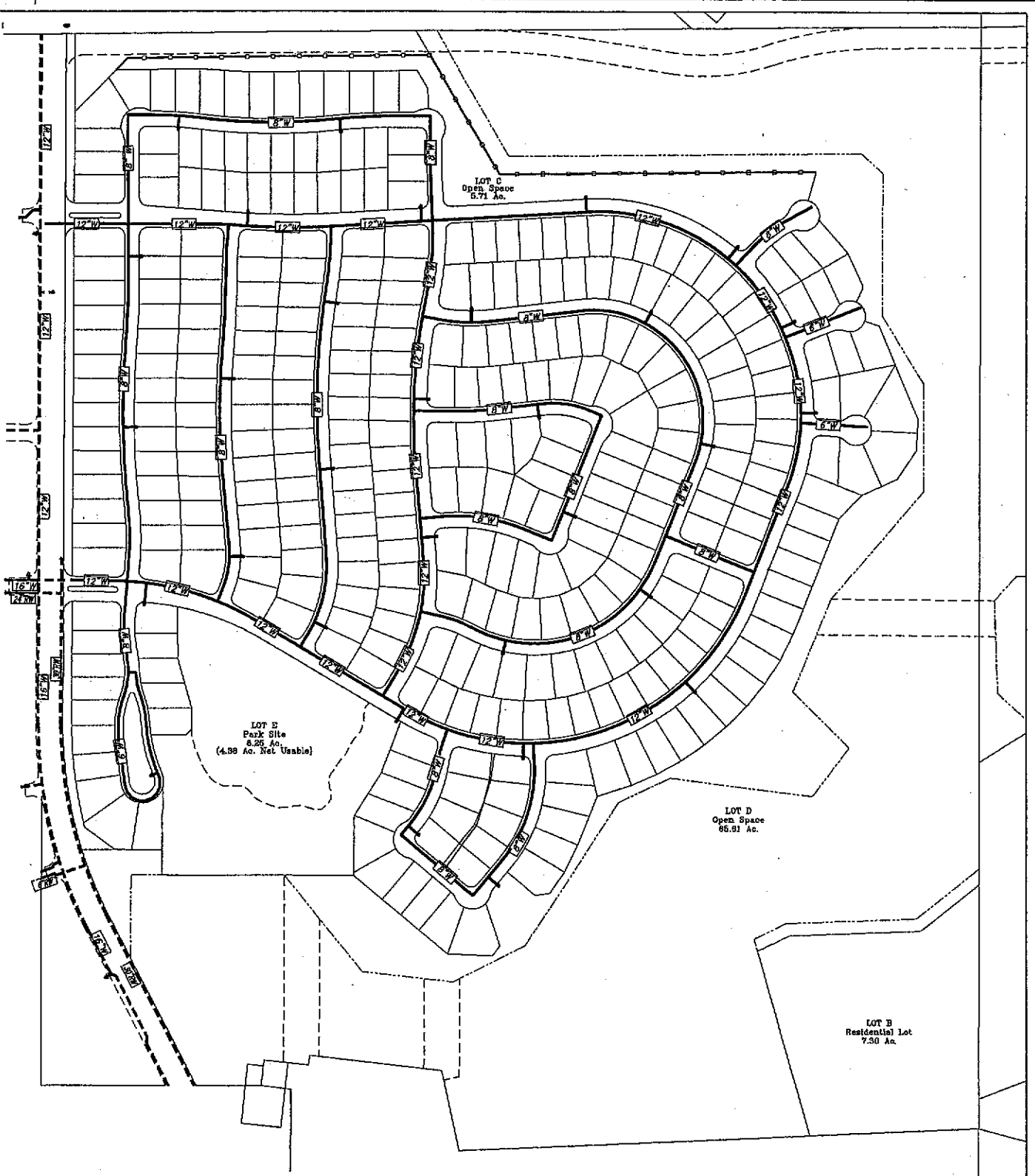
WOODCREEK EAST

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. November 5, 1999

EXHIBIT "F"

12-09-1999 08:37:43 F:\01129\blm\city\exhibits\development\oparamen\exhibit_G.dwg
There are no references in this drawing.



NORTH

WATER PLAN

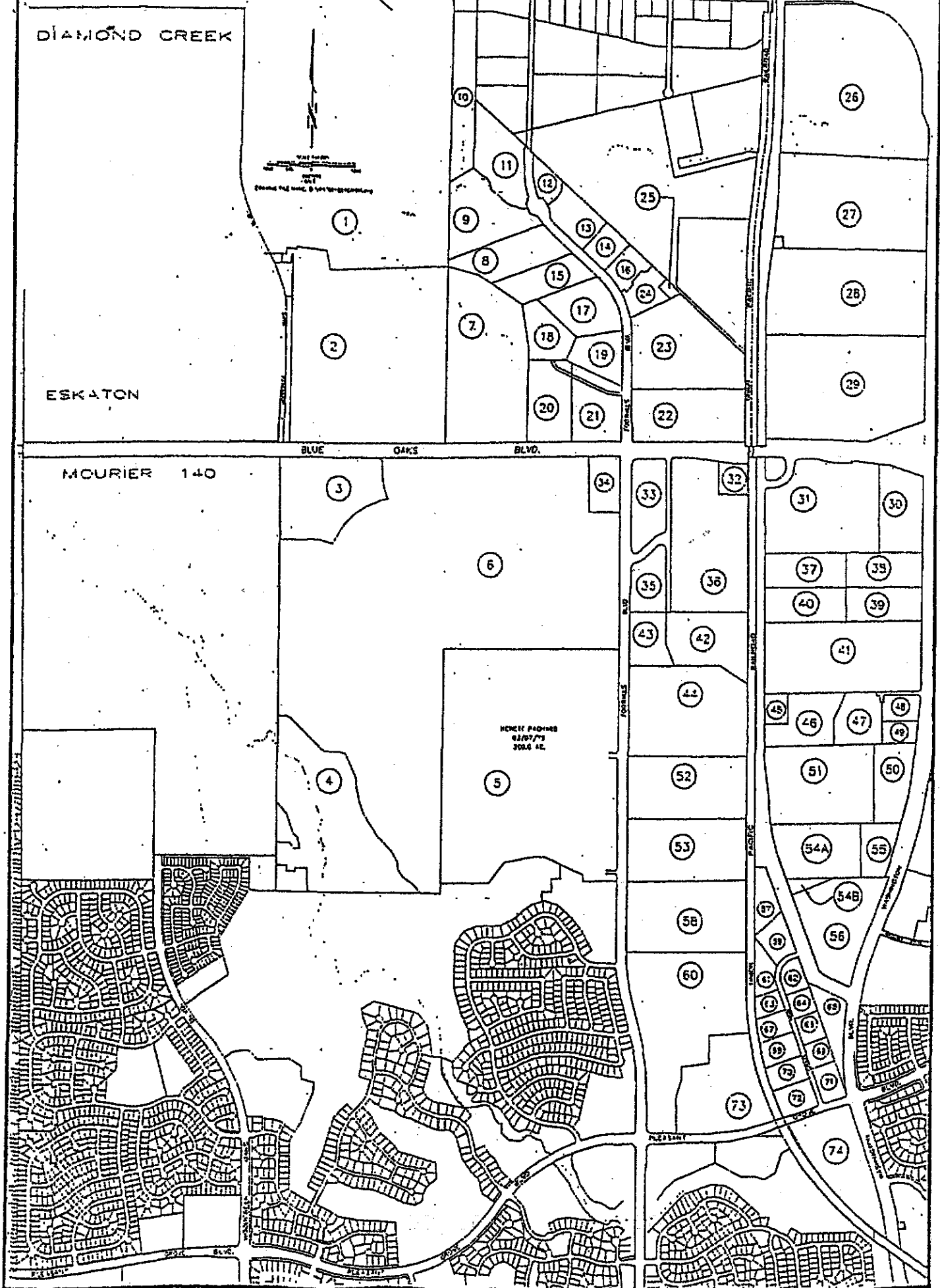
WOODCREEK EAST

Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. November 5, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

EXHIBIT "G"

NORTH INDUSTRIAL REIMBURSEMENT TO NCRSP
FIGURE 1



North C

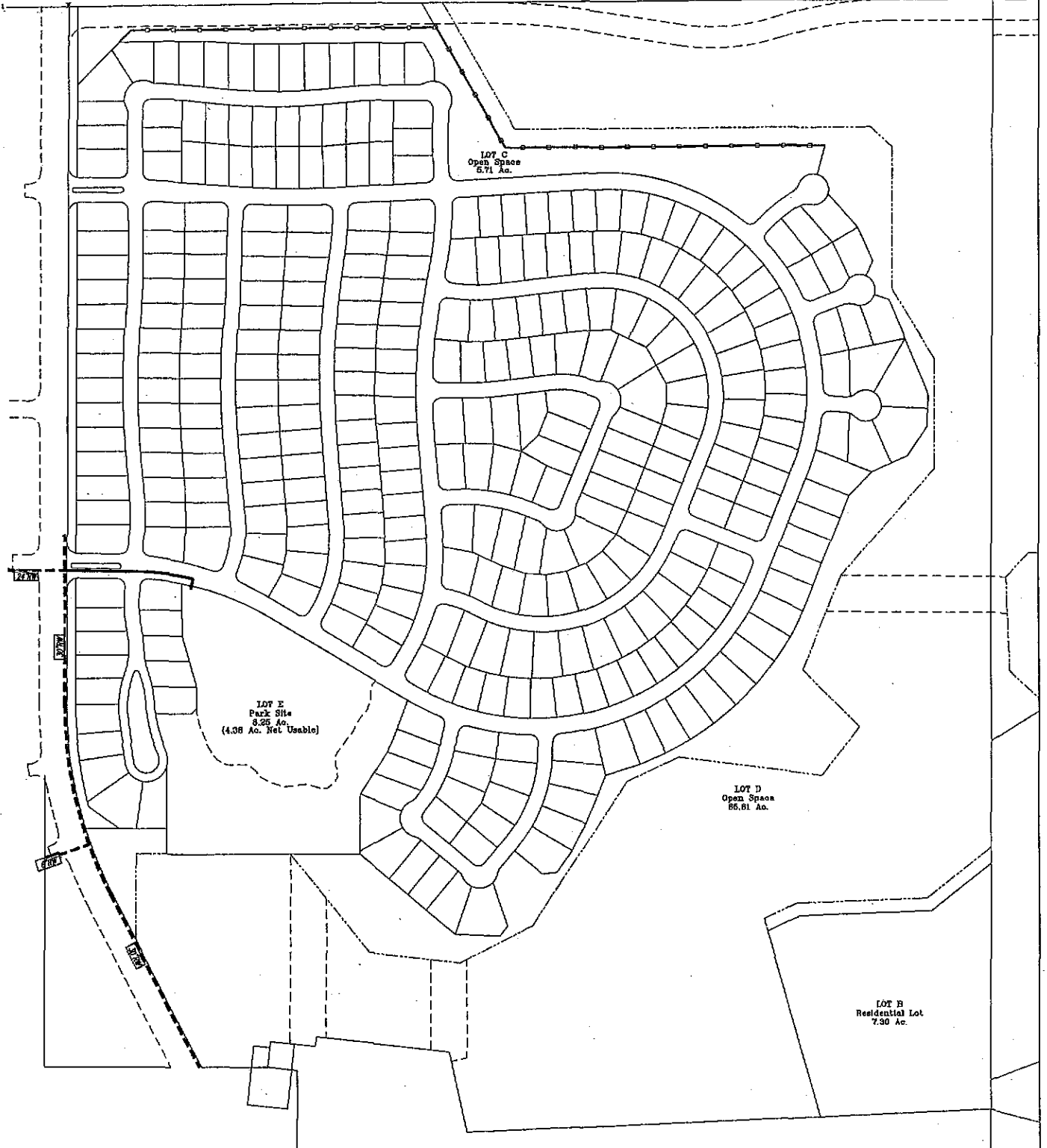
North Industrial

Revision 4/22/1999

Parcel Designation per Figure 1	Property Parcel Number	Project/Parcel	Zoning	Acres	Benefit Area	Benefit Area Demand	Benefit Area Demand to be Built	Non-Benefit Area Demand to be Built	Benefit Area NCRSP Reimbursement	Non-Benefit Area NCRSP Reimbursement
Diamond Creek, Eskaton Moulder 140	017-112-035, 036, 038	North Diamond Creek, Eskaton Moulder 140	LI	360.0				1,928,160	\$	\$
1	017-230-009		LI	140.5	8	752,518	752,518		\$	\$
2	017-112-037		LI	182.4				976,934	\$	\$
3	017-112-024		LI	97.8				523,817	\$	\$
4	017-230-025, 002, 026		Com	23.3	8	124,581	124,581		\$	\$
5	017-230-025, 002, 026	Hewlett Packard	OS	46.0	9				\$	\$
6	017-230-025, 002, 026		LI	200.0		1,071,200			\$	\$
7	017-112-025		LI	224.1	19	1,200,226	1,200,226		\$	\$
8	017-250-017	IHP SMO Facility	LI	44.5				238,342	\$	\$
9	017-250-016		LI	12.1	7	64,593			\$	\$
10	017-112-020		LI	16.3	7	87,303	87,303		\$	\$
11	017-250-005		LI	12.9				69,092	\$	\$
12	017-250-006		LI	12.2	7	65,343	65,343		\$	\$
13	017-250-011 developed	Pasco I & II	LI	3.0	7	16,068	16,068		\$	\$
14	017-250-011 undeveloped		LI	5.3	7	28,387			\$	\$
15	017-250-021	Foothills Business Industrial	LI	5.4	7	28,922	28,922		\$	\$
16	017-250-020		LI	8.7	7	46,597	46,597		\$	\$
17	017-250-023		LI	10.9	7	19,817	19,817		\$	\$
18	017-250-022	Foothills Business Industrial	LI	7.6	7	58,380	58,380		\$	\$
19	017-250-024		LI	7.2	7	40,706	40,706		\$	\$
20	017-250-025	Foothills Business Industrial	LI	12.6	7	38,563	38,563		\$	\$
21	017-250-026	Foothills Business Industrial	LI	11.5	7	67,486	67,486		\$	\$
22	017-250-009	Foothills Business Commercial	Com	21.1	7	61,594	61,594		\$	\$
23	017-250-008		LI	29.3	7	113,012	113,012		\$	\$
24	017-250-019	SPRR	LI	4.7	7	156,931	156,931		\$	\$
25	017-250-010		LI	3.0	7	25,173			\$	\$
26	017-121-001		LI	3.0	7	16,068	16,068		\$	\$
27	017-121-002		GI	67.0	6	358,852	358,852		\$	\$
28	017-121-004 developed	HB Fuller	GI	55.3	6	296,187	296,187		\$	\$
28	017-121-004 undeveloped		GI	9.5	6	50,862			\$	\$
29	017-121-005		GI	30.5	6	163,358	163,358		\$	\$
30	017-121-006		GI	56.9	6	304,756	304,756		\$	\$
31	017-113-014		GI	13.0	6	69,628	69,628		\$	\$
32	017-230-041 undeveloped	Albertsons Undeveloped	GI	31.1	6	186,572	186,572		\$	\$
33	017-230-042		LI	4.1	7	21,745	21,745		\$	\$
34	017-230-025, 002, 026		Com	10.1	7	54,096	54,096		\$	\$
35	017-230-043		LI	7.0	7	37,492	37,492		\$	\$
36	017-230-041 developed	Albertsons Distribution	LI	32.4	7	173,749			\$	\$
36	017-230-041 undeveloped	Albertsons Undeveloped	LI	5.0	7	26,780	26,780		\$	\$
37	017-113-013	Sierra Business	GI	9.5	6	50,882	50,882		\$	\$
38	017-113-011	Sierra Business	GI	9.5	6	50,882	50,882		\$	\$
39	017-113-010	Sierra Business	GI	9.4	6	50,346			\$	\$
40	017-113-012	Sierra Business	GI	9.7	6	51,953	51,953		\$	\$
41	017-113-009		GI	38.2	6	204,599	204,599		\$	\$
42	017-230-015 (Partial)		LI	15.4	7	82,482	82,482		\$	\$
43	017-230-015 (Partial)		LI	7.4	7	39,634	39,634		\$	\$
44	017-230-014		LI	37.0	7	198,172	198,172		\$	\$
45	017-113-008		GI	2.4				12,854	\$	\$
46	017-113-007	ECG Lumber	GI	12.9					\$	\$
47	017-113-006	Rankin & Rankin	GI	8.5					\$	\$
48	017-113-005	Harris & Bruno	GI	3.9					\$	\$
49	017-113-004	Harris & Bruno	GI	3.0					\$	\$
50	017-121-007		GI	10.2				54,631	\$	\$

57

12-02-1999 06:36:11 P:\16139\planning\exhibits\development\agreement\exhibit_L.dwg
There are no references in this drawing.



NORTH

RECLAIMED WATER

WOODCREEK EAST

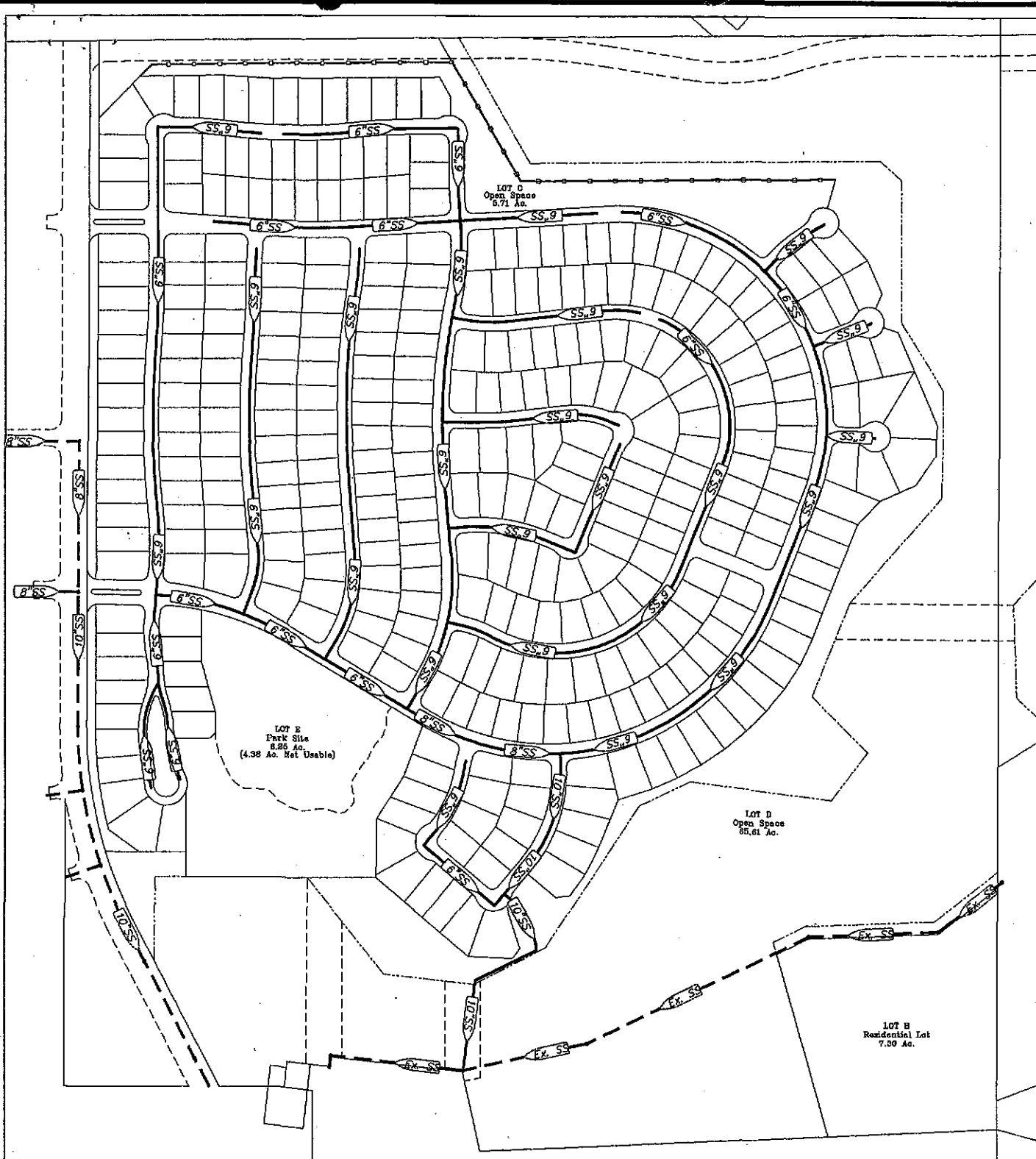
Richland Meadowland, Ltd. • MacKay & Soms Civil Engineers, Inc.
Scale: N.T.S. November 5, 1999

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

EXHIBIT "I"

50

12-10-1989 09:30:23 P:\19125\planning\exhibits\development_agreement\exhibit_j.dwg
There are no references in this drawing.



NORTH

SEWER PLAN

WOODCREEK EAST

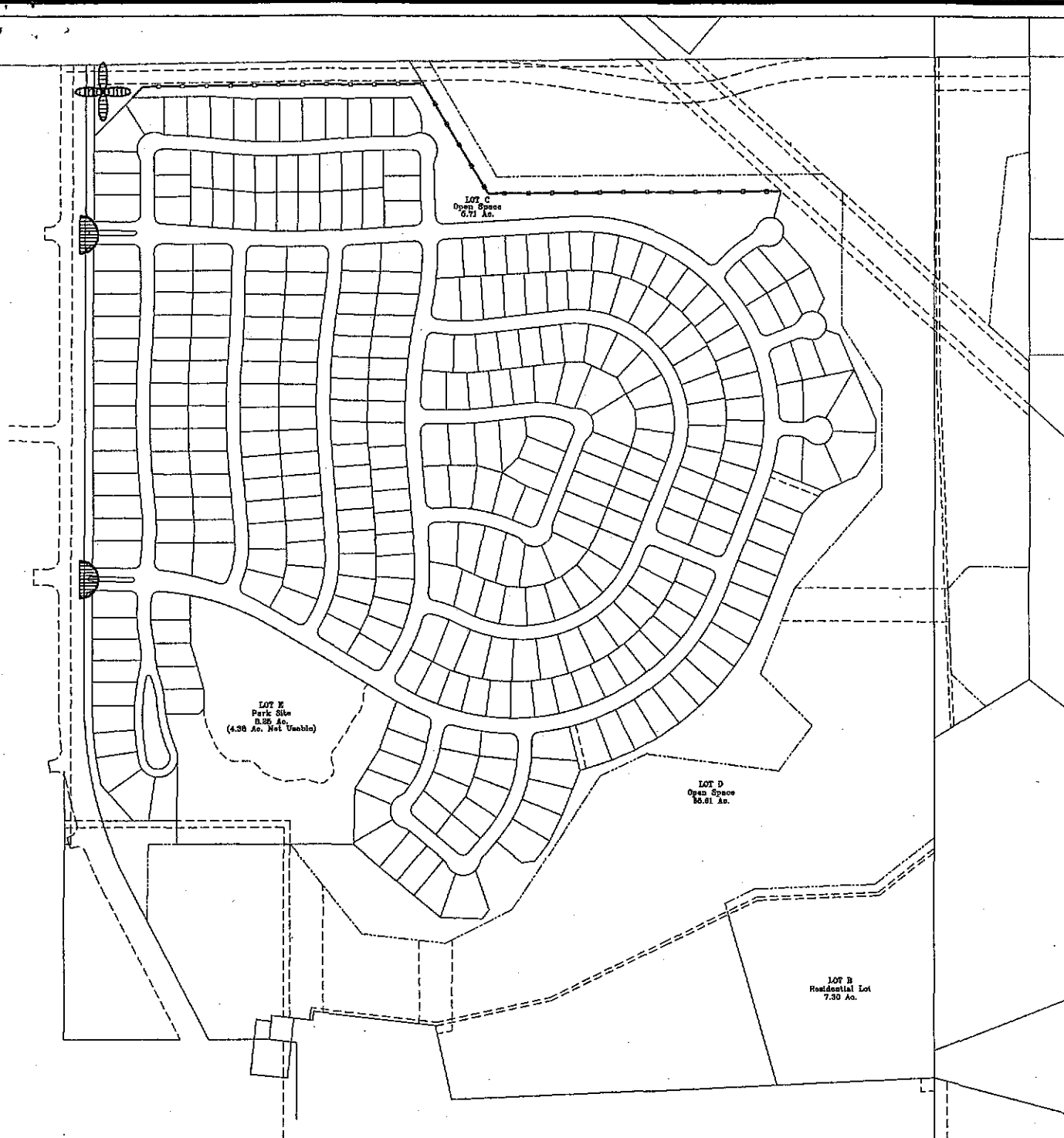
Richland Meadowland, Ltd.
Scale: N.T.S.

MacKay & Soms Civil Engineers, Inc.
November 5, 1989

NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.

EXHIBIT "J"

12-09-1989 09:38:43 A:\10130\Planning\exhibits\development agreement\exhibit_k.dwg
There are no references in this drawing.



NOTE: Street pattern and internal improvements shown here on are conceptual only and are subject to future city approval of the small lot tentative map.



LEGEND	
	City Entry
	Neighborhood Entry

NEIGHBORHOOD AND CITY ENTRANCE FEATURES

WOODCREEK EAST

Richland Meadowland, Ltd. • MacKay & Somp Civil Engineers, Inc.
Scale: N.T.S. November 10, 1989

EXHIBIT "K"

**WOODCREEK EAST DEVELOPMENT AGREEMENT
EXHIBIT L
POTENTIAL CFD IMPROVEMENT LIST**

- Roads:** Woodcreek Oaks Boulevard and related improvements.
- Median:** Woodcreek Oaks Boulevard.
- Electric:**
1. Any portion of electric facilities as shown on Exhibit "E-2" of this Agreement, such as oversizing, etc., which benefit any area outside of the Property
 2. Any off-site electric facility costs.
 3. Landowner contribution to 60kV electric line.
- Drainage:** Storm drain mains required by the Drainage Plan and any portion of necessary improvements as shown on Exhibit "F" of this Agreement such as oversizing, etc., which benefit any area outside of the Property.
- Water:**
1. Any portion of on-site improvements, such as oversizing, etc., which benefit any area outside of the Property as shown on Exhibit "G" of this Agreement and related improvements.
 2. Any off-site water improvements as necessary to serve the Property.
- Recycled Water:** Reclaimed water extension from Woodcreek Oaks Boulevard to the park site as shown on Exhibit "I" of this Agreement.
- Sewer:** Any portion of on-site sewer improvements, such as oversizing, etc., which benefit any area outside of the Property as shown on Exhibit "J" of this Agreement.
- Parks:** Park and bike trail improvements and related improvements.
- Contribution to City-wide Improvements:** \$300,000
- Joint Trench:** Joint Trench and related improvements.
- Engineering:** Design and supporting calculations and studies.
- Sound Attenuation:** Sound attenuation wall, berm, related facilities and other sound attenuation devices as determined by City.

When Recorded, Return to:

**EXHIBIT M
ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
WOODCREEK EAST DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 2000, by and between [NAME OF LANDOWNER], a _____ (hereinafter "Developer"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2000, the City of Roseville and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Richland Meadowland, Ltd. Relative to the Woodcreek East Project" (hereinafter the "Development Agreement"), pursuant to which 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 _____, 2000, in Book _____, Page _____, Series No. _____.

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

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

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(s) to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the

62

Assigned Parcel(s). 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(s), 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(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s). The parties intend hereby that, upon execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel(s).

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 describes in Section 10 of the Development Agreement for the Developer with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

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.

ASSIGNEE:

[NAME OF ASSIGNEE],

a _____

By: _____

Name: _____

Its: _____

DEVELOPER:

[NAME OF LANDOWNER],

a _____

By: _____

Name: _____

Its: _____

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ORDINANCE NO. 3453

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT REGARDING WOODCREEK EAST
PROJECT (RICHLAND MEADOWLAND, LTD.),
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 Richland Meadowland, Ltd. .

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;
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 healthy, 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 Richland Meadowland, Ltd. 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 5th day of January , 2000 , by the following vote on roll call:

AYES	COUNCILMEMBERS: Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham, Harry Crabb
NOES	COUNCILMEMBERS: None
ABSENT	COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk