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COUNTY OF PLACER

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27354 NO FEE REQUIRED

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
THE SOUTHFORK PARTNERSHIP RELATIVE TO THE  
DEVELOPMENT KNOWN AS THE SOUTHFORK PROPERTY

BK3414 PG001

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
 BY AND BETWEEN THE CITY OF ROSEVILLE AND  
 THE SOUTHFORK PARTNERSHIP RELATIVE TO THE  
 DEVELOPMENT KNOWN AS THE SOUTHFORK PROPERTY

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SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
THE SOUTHFORK PARTNERSHIP RELATIVE TO THE  
DEVELOPMENT KNOWN AS THE SOUTHFORK PROPERTY

The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Johnson Ranch (the "Johnson Ranch Agreement"), affecting the real property described in Exhibit A-1 attached hereto (the "Johnson Ranch Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1847, and recorded on April 9, 1985, in Book 2792, Page 1, of the Official Records of the County of Placer, was amended on July 24, 1985, by an amendment recorded on August 23, 1985, in Book 2854, Page 458, of the Official Records of the County of Placer, and was further amended on February 7, 1986, by an amendment recorded February 14, 1986, in Book 2930, Page 142, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Birdland (the "Birdland Agreement"), affecting the real property described in Exhibit A-2 attached hereto (the "Birdland Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1850, and recorded on April 9, 1985, in Book 2791, Page 277, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Cliff-Land (the "Cliff-Land Agreement"), affecting the real property described in Exhibit A-3 attached hereto (the "Cliff-Land Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1849, and recorded on April 9, 1985, in Book 2791, Page 51, of the Official Records of the County

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of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Central Land (the "Central Land Agreement"), affecting the real property described in Exhibit A-4 attached hereto (the "Central Land Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1848, and recorded on April 9, 1985, in Book 2791, Page 507, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and R. C. Duncan Relative to the Development known as Hogland (the "Hogland Agreement"), affecting the real property described in Exhibit A-5 attached hereto (the "Hogland Property"), was adopted by the City of Roseville on April 9, 1986, by Ordinance No. 1959, and recorded on May 9, 1986, in Book 2970, Page 118, of the Official Records of the County of Placer. The above-described Agreements shall be referred to hereinafter collectively as "the Initial Agreements.

The Initial Agreements were restated, replaced and superseded by an Amended and Restated Development Agreement by and between the City of Roseville and the Southfork Partnership Relative to the Development known as the Southfork Property which was adopted by the City of Roseville on May 15, 1987, by Ordinance No. 2032, and recorded on May 21, 1987, in Book 468, Page 3192, of the Official Records of the County of Placer. The Amended and Restated Development Agreement shall be referred to hereinafter as "the Amended Agreement."

Pursuant to Sections 1.B.2 and 1.B.3 of the Amended Agreement, Southfork Partnership, a California general partnership (hereinafter "Landowner" or "Southfork," as applicable), has terminated the application of the Amended Agreement to certain parcels of property (the "Terminated Parcels"). For the purposes of this Agreement, "Landowner"

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shall mean Southfork Partnership, its heirs, successors or assigns. Notwithstanding the foregoing, the term "Southfork" in Sections 2.F, 2.I and 3.A.6 shall be deemed to mean only Southfork Partnership or its express assignee. In addition, the City of Roseville, a municipal corporation (hereinafter "City") adopted an amended Southeast Roseville Specific Plan on April 20, 1988, which amended plan includes 359 acres (the "Added Plan Area") not previously subject to a development agreement. Landowner continues to own or has acquired title to various parcels of the real property which are the subject of the Amended Agreement or which are included in the Added Plan Area. Landowner and City desire to modify the Amended Agreement and to restate, replace and supersede the Amended Agreement to reflect the inclusion of the Added Plan Area.

Accordingly, this Second Amended and Restated Development Agreement is entered into this 3rd day of June, 1988, by and between Landowner and City, pursuant to the authority of Sections 65864 through 65869.5 of the Government Code and restates, replaces and supersedes all of the agreements described above.

#### Recitals

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

2. Property. Landowner owns in fee that certain property described in Exhibit A-1 and shown on Exhibit A-2

(hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses and zoning of the Property consistent with the Roseville General Plan (inclusive of 1983 and 1984 amendments), the Southeast Roseville Specific Plan, adopted February 20, 1985 and the Amended Southeast Roseville Specific Plan adopted April 20, 1988. These plans provide for the development of a Business and Professional Corridor adjacent to Douglas Boulevard together with commercial and residential development of portions of the Property.

3. Hearings. On March 21 and March 31, 1988, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report. On January 11, 1984, the City Council certified as adequate and complete the Final Environmental Impact Report ("EIR") for the Land Use Element of the General Plan for the City of Roseville. This action followed the adoption of the Circulation and Housing Elements of the General Plan, and the EIRs therefor, during 1983. On December 17, 1986, the City Council certified as adequate and complete the EIR for the Schools Component of the Public Services and Facilities Element of the General Plan for the City of Roseville. On April 20, 1988, the City Council certified as adequate and complete the EIR for the Southeast Roseville Specific Plan, as amended. The City Council finds that no subsequent or supplemental environmental impact report relating to this Development Agreement is necessary in that the terms and conditions of the Specific Plan, as amended, and this Second Amended and Restated Development Agreement are consistent with and within the scope of the previous final EIRs. Mitigation measures were suggested in the final EIRs and are incorporated to the

extent feasible in the revised development plans, Covenants, Conditions and Restrictions, and 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. Pursuant to Title 14, Code of California Regulations, Section 15067, the City Environmental Coordinator has determined that there are no substantial changes in the project or in the circumstances under which the project is to be undertaken, and that the project and the adoption of this Agreement involves no new impacts not considered in the previous EIRs; therefore, no further environmental documents relating to this Agreement are required. Landowner, pursuant to this Agreement, will be bound by the fees, measures and provisions adopted by the City to mitigate any impacts related to the need for Public Facilities.

6. Entitlements. Following consideration and certification of the aforementioned Final Environmental Impact Reports and of CEQA related findings, the City Council on April 20, 1988, adopted a Statement of Overriding Consideration with respect to the following entitlements to permit development of Business and Professional uses together with commercial and residential development on portions of the Property:

A. The Roseville General Plan, as amended by Resolution No. 85-41 dated February 20, 1985, Resolution No. 86-247 dated December 17, 1986 and Resolution No. 88-50 dated April 20, 1988;

B. The Southeast Roseville Specific Plan, as adopted by Resolution No. 85-40 dated February 20, 1985, and as amended by Resolution No. 88-51 dated April 20, 1988;

C. The Rezoning of the Property pursuant to Ordinance No. 18-46 dated March 6, 1985, Ordinance

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No. 18-79 dated July 24, 1985, and Ordinance No. 2110  
dated May 18, 1988;

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

E. Ordinance No. 2108, adopting this Agreement (the "Adopting Ordinance").

7. General and Specific Plans. Development of subject property in accordance with the conditions of approval will provide orderly growth and development of the area in accordance with the policies set forth in the General and Specific Plans.

8. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval and to assure development of the Property in accordance with said plans and policies.

9. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities in excess of those otherwise required for implementation of the General Plan.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required to mitigate impacts of the development on the community, and City agrees to assure that Landowner may proceed and complete development of subject 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 of the project, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public

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improvements as herein provided to mitigate the impacts of the project.

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802.

12. Consistency With General Plan and Southeast Roseville Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan, as amended.

Agreement

SECTION 1. GENERAL PROVISIONS.

1.A. Property Description and Binding Covenants. The Property is that property described in Exhibits A-1 and A-2. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1.B. Term.

1.B.1. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty 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 said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however,

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said termination of the Agreement shall not effect any right or duty emanating from City entitlements on the subject property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement effect the covenants contained herein in Sections 3.B and 4.B, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein and in the Covenants, Conditions and Restrictions and ordinance violations.

1.B.2. This Agreement may be terminated with respect to any of the Property zoned for residential use at the election of the property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate. No such subdivision map may be recorded, nor shall this Agreement terminate with respect thereto, unless an appropriate covenant or condition has been recorded with respect to such subdivision; such covenant or condition to ensure that the landscaping and maintenance commitments created pursuant to Sections 3.B and 4.B hereof shall bind Landowner, its heirs, successors and assigns with respect to such subdivision. City shall cause any written notice of termination received pursuant to this subsection to be recorded with the County Recorder within ten (10) days of receipt of such notice.

1.B.3. This Agreement may be terminated with respect to any of the subject properties zoned for business-professional, commercial or other nonresidential uses at the election of the property owner, upon recordation of a final subdivision map or parcel map of such property and written notice to City of such

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election to terminate, provided the following conditions are met: (a) such released parcel shall not include more than fifteen (15) acres; and (b) all improvements or other obligations of Landowner as set forth in this Agreement with respect to the phase within which such released parcel is included, and any preceding phases, shall have been completed. No such subdivision map or parcel map may be recorded, nor shall this Agreement terminate with respect thereto, unless an appropriate covenant or condition has been recorded with respect to such parcel; such covenant or condition shall ensure that the landscaping and maintenance commitments created pursuant to Sections 3.B and 4.B hereof shall bind Landowner, its heirs, successors and assigns with respect to such subdivision. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.C. Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interests therein to any person, firm or corporation at any time during the term of this Agreement, subject to the consent of City, such consent not to be unreasonably withheld. No such consent shall be required after January 1, 2005. Express assumption of any of the obligations of the Landowner under this Agreement by any such assignee shall relieve Landowner from said obligation or obligations under this Agreement.

1.D. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or

entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1.E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

1.E.1. Any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner, or any conditions or covenants relating to the use of the property shall not require notice or public hearing before the parties may execute an amendment hereto; and

1.E.2. Any amendment of the Schematic Development Plan which is (a) approved by the Planning Commission as provided by Section 1.F.1 below, including but not limited to the location of buildings, streets and other physical facilities or (b) approved pursuant

to Section 1.F.2 below shall not require an amendment to this Agreement.

1.F. Amendment of Schematic Development Plan.

1.F.1. Upon request of the Landowner, the Planning Commission may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice of public hearing if the Planning Commission determines that the requested amendment or modification is not substantial and is consistent with the Southeast Roseville Specific Plan, as amended.

1.F.2. Except as provided herein, amendment of the Schematic Development Plan or Southeast Roseville Specific Plan, as amended, shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

2.A. Permitted Uses. The permitted uses of said property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the Southeast Roseville Specific Plan, as amended, and the Schematic Development Plan attached hereto as Exhibits B and C; provided, however, that the size, configuration, height and location of the buildings shown on the Schematic Development Plan and the size and shape of particular parcels of the the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.

City is bound with respect to the uses permitted under this Agreement only insofar as this Agreement so provides or as otherwise set forth in law or ordinance.

City agrees that land use has been granted on property (the "Terminated Parcels") subject to the Initial Agreements and the Amended Agreement (collectively, the "Predecessor Agreements"), the application of which has been terminated as to the Terminated Parcels pursuant to Section 1.B.2 and 1.B.3 of the Predecessor Agreements, as follows: 24.5 acres, more or less, of Business and Professional land use, shown as Parcels 3, 4, 5A, 5F, 7A, 7B and 7C on the Schematic Development Plan; 10.9 acres of commercial land use, shown as Parcels 1 and 2 on the Schematic Development Plan; and 257 dwelling units for residential use, shown as Parcels 6, 13 and 18 on the Schematic Development Plan.

City agrees that land use has been granted, is granted and grants herewith to the property subject to this Agreement (i.e., other than the Terminated Parcels) as follows: 80.1 acres, more or less, of Business and Professional land use; 20.4 acres of commercial land use; and 3,236 dwelling units for residential use, all as set forth on Exhibits B and C, attached hereto and incorporated herein by reference. The square footage of structures constructed on land allocated to Business and Professional Use shall not exceed forty percent (40%) or be less than thirty percent (30%) of the square footage of the parcel upon which the structure is constructed if such structure is a single story. The square footage of each floor of such structure shall not exceed thirty-five percent (35%) or be less than twenty-eight percent (28%) of the land area if such structure is two or more stories. Notwithstanding the foregoing, the aggregate square footage of the ground floors of all structures constructed on Parcel 40, as shown on the

Schematic Development Plan, shall not exceed 135,000 square feet. For the purposes of the preceding calculations, a parcel shall not be deemed to include areas designated as Open Space/Stream Courses areas as set forth in the Southeast Roseville Specific Plan, as amended, and Exhibit C hereto.

The land use set forth in the preceding paragraph of this Section 2.A is exclusive of, and in addition to, the uses previously granted by City with respect to the Terminated Parcels. Nothing in this Agreement shall be construed to affect the rights of an owner of a Terminated Parcel or any portion thereof.

2.B. Dedication of Land.

2.B.1. Landowner has dedicated and conveyed to City a parcel of 14.4 acres, more or less, a parcel of .65 acres, more or less, and one of 9.1 acres, more or less, for inclusion in the Maidu Regional Park.

2.B.2. Landowner has dedicated and conveyed to City a parcel of 1.82 acres, more or less, for the purposes of constructing a Fire Station and, upon demand of City, shall dedicate and convey to City, a parcel of 2.1 acres, more or less, shown as Parcel 26 on the Schematic Development Plan, for the purpose of constructing an electrical substation.

2.B.3. Landowner has executed a Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Johnson Ranch, which was recorded on January 11, 1988, at Book 3333, Page 441, of Official Records of Placer County, and will, subsequent to the adoption of this Agreement, and in conformity herewith, execute appropriate amendments to such Declaration, preserving, in perpetuity, a 50', more or less, scenic corridor consisting of 7.47 acres, more or less, adjacent to and on the south side of Douglas Boulevard, a 35' scenic corridor consisting of 5.93 acres, more or

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less, adjacent to and on both sides of Eureka Road, a 50' scenic corridor consisting of 4.69 acres, more or less, adjacent to and on both sides of the East Roseville Parkway, a setback and slope area consisting of 0.15 acres, more or less, adjacent to Bunkhouse Way, a 25' scenic corridor consisting of 4.5 acres, more or less, adjacent to and on both sides of Professional Drive, and a 35' scenic corridor consisting of 0.67 acres, more or less, adjacent to and on the east side of Rocky Ridge Drive, a 25' scenic corridor consisting of 0.9 acres, more or less, adjacent to and on the east side of Johnson Ranch Drive, a 50' scenic corridor consisting of 0.73 acres, more or less, adjacent to and on the east side of Sierra College Boulevard, and medians aggregating 5.16 acres, more or less, all as shown on the Schematic Development Plan, and providing for the perpetual maintenance thereof. Landowner has also executed a Master Landscaping Declaration of Covenants, Conditions and Restrictions for Johnson Ranch Community, which was recorded on July 13, 1987, at Book 3226, Page 221, of Official Records of Placer County, and will, subsequent to the adoption of this Agreement, and in conformity herewith, execute appropriate amendments to such Declaration, preserving, in perpetuity, a 35' scenic corridor consisting of 5.18 acres, more or less, adjacent to and on the south side of Eureka Road, a 50' scenic corridor consisting of 9.15 acres, more or less, adjacent to and on both sides of the East Roseville Parkway, a 25' scenic corridor consisting of 1.43 acres, more or less, adjacent to and on both sides of North Cirby Way, a 25' scenic corridor consisting of 1.12 acres, more or less, adjacent to and on the east side of the park loop road (Johnson Ranch

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Drive/McLaren Drive), and a 25' scenic corridor consisting of 1.85 acres, more or less, adjacent to and on both sides of Parkhill Drive and medians aggregating 6.62 acres, more or less, all as shown on the Schematic Development Plan and providing for the perpetual maintenance thereof. Landowner will amend such Declaration to provide for the preservation, in perpetuity, of an additional 50' scenic corridor consisting of 2.55 acres, more or less, adjacent to and on the west side of Sierra College Boulevard extending from the northern boundary of the Property to the southern boundary of the Property.

2.B.4. Landowner agrees to execute and record a Declaration of Covenants, Conditions and Restrictions for the Added Plan Area (Johnson Ranch East) preserving and maintaining, in perpetuity, a 50' scenic corridor consisting of 5.48 acres, more or less, adjacent to its property within the Added Plan Area as shown on the Schematic Development Plan, on the east side of Sierra College Boulevard. Landowner further agrees that such Declaration shall preserve and maintain, in perpetuity, a 25' scenic corridor consisting of 4.62 acres, more or less, on both sides of Old Auburn Road Extended, between Sierra College Boulevard and the East Roseville Parkway. Landowner further agrees that such Declaration shall preserve and maintain, in perpetuity, a 50' scenic corridor consisting of 6.19 acres, more or less, on both sides of the East Roseville Parkway, between Sierra College Boulevard and the eastern boundary of Landowner's property. Landowner further agrees that such Declaration shall preserve and maintain, in perpetuity, a 25' scenic corridor consisting of 2.7 acres, more or less, on both sides of the principal connector street between East Roseville Parkway and Eureka Road.

Landowner further agrees that such Declaration shall preserve and maintain, in perpetuity, a 50' scenic corridor consisting of 2.24 acres, more or less, on the south side of Eureka Road between Sierra College Boulevard and the eastern boundary of the Plan Area. Landowner further agrees that such Declaration shall preserve and maintain, in perpetuity, medians, aggregating 2.3 acres, more or less, in the Added Plan Area.

2.B.5. Landowner, upon demand of City, shall dedicate, grant and convey rights of way as set forth in Sections 3.A.5.a, 3.A.5.b and 3.A.5.c.

2.B.6. Landowner, upon demand of City, shall convey to City those parcels enumerated in Section 3.A.5.d. for the purpose of providing parkland.

2.B.7. Landowner has granted to the Eureka School District an option to purchase a 7.0-acre, more or less, site (the "Maidu Site"), as shown on the Schematic Development Plan, for use as a school site.

2.B.8. Landowner has granted or grants herewith to the Eureka School District an option to purchase a 8.0-acre, more or less, site, shown on the Schematic Development Plan as Parcel 28, for use as a school site.

2.B.9. It is understood that the purchase price of the sites set forth in Sections 2.B.7 and 2.B.8 shall be the value stipulated in the Option Agreement between the Eureka School District and Landowner dated August 4, 1985. The grant of option set forth in Section 2.B.8 and this Section 2.B.9 is expressly conditioned upon the execution of an amendment to the previously described Option Agreement conforming all of its terms and provisions to those set forth in this Agreement.

2.B.10. It is understood that the purchase price, if any, of the balance of the site described in Section 2.B.8 shall be the fair market value of the site based upon rules, regulations and procedures of the Office of Local Assistance of the Department of General Services of the State of California; such value to be calculated as of the date of actual purchase.

2.B.11. Landowner shall amend or cause to be amended the provisions of the Declarations enumerated in Sections 2.B.3 and 2.B.4 to conform to the provisions of Sections 3.A.5 and 3.C.7 hereof.

2.B.12. Nothing in this Agreement shall be construed to require the conveyance to City of property previously conveyed by Southfork to a homeowners association or any other third party.

2.B.13. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of the property heretofore specified in this Section 2.B.

2.C. Electric Department, Easement, Extension of Service.

2.C.1. Landowner shall grant the Electric Department of the City of Roseville (the "Department") an easement 25-feet in width adjacent to and on the west side of the existing powerline easement shown as Parcels 80 and 81 on the Schematic Development Plan. Reasonable access to the easement shall be provided in such a manner to permit the performance by the Department of construction, maintenance and repair of its

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facilities within its easement. Any manmade obstructions which would prevent the Department from performance of such construction, maintenance or repair shall be removed at Landowner's sole expense. Any modifications or repairs to facilities owned by Landowner shall be made at Landowner's sole expense.

2.C.2. Landowner, at its sole expense, shall extend electrical facilities to serve all traffic signals and street lights and install street lights within the Plan Area.

2.D. Senior Citizen Housing. Landowner agrees that the 18.7-acre, more or less, parcel shown on the Schematic Development Plan as Parcel 9 shall be used for the construction of 400 units, more or less, of residential housing to be occupied by senior citizens.

2.E. Affordable Housing.

2.E.1. Landowner agrees to undertake to construct a total of 82 units, to be priced so as to be affordable by persons earning fifty percent (50%) or less of median household income and to construct 80 units to be priced so as to be affordable by persons earning between fifty percent (50%) and eighty percent (80%) of median household income. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Citywide Affordable Housing Implementation Program. Such affordable units will be in areas zoned for density of 15 units per acre or higher and shall not be required to exceed twenty-five percent (25%) of the units in any such zone. City agrees to use its best efforts to aid Landowner in making

such units affordable to low-income individuals by discounting or waiving, when possible, necessary fees for permits and services required by such units. Landowner agrees that any waivers or discounts under this section shall be used only to reduce the cost of those units. Such units constructed so as to be affordable to and occupied by households earning fifty percent (50%) or less of median household income shall be completed not later than Phase III of this Agreement.

2.E.2. It is recognized at the time of adoption of the Specific Plan, as amended, and this Agreement, that the City staff has commenced development of a City-wide Affordable Housing Implementation Program for consideration by the City Council. At the time such program is adopted by the City Council, Landowner agrees to be bound by the provisions of such program insofar as such provisions are uniformly applicable throughout the City of Roseville. Compliance with the provisions of the preceding Section 2.E.1 shall be deemed a credit against any obligations required of Landowner under the Affordable Housing Implementation Program.

2.F. Trunk Water Main.

2.F.1. Landowner has constructed or shall construct or cause to be constructed a trunk water main, west of Sierra College Boulevard, to serve the Southeast Roseville Specific Plan Area and other areas of the City. Such main is estimated to be 42" in diameter and is estimated to be approximately 8,000 feet, more or less, in length. It is stipulated herewith that the diameter of such main is in excess of that required to meet the needs arising out of the land use conveyed herein ("Excess Capacity"). It is further stipulated

that the cost of such a main (arising out of the Excess Capacity) is attributable to requirements of the City unrelated to the Southeast Roseville Specific Plan Area.

2.F.2. The costs of construction of such Excess Capacity shall be the subject of the reimbursement provisions as set forth in Section 3.A.6. At the City's option, an assessment district or other financing mechanism may be formed by the City (to which Landowner agrees not to object) for the purpose of financing the construction or acquisition of a trunk water main (including that portion of the main constructed by Southfork) serving all or a part of the City of Roseville. Southfork shall be reimbursed for the actual costs of construction of any Excess Capacity and financing such costs pursuant to Section 3.A.6 from the proceeds of any bonds issued by such district. In the event such an assessment district is not formed or other financing mechanism created, the provisions of Section 3.A.6 shall apply.

2.G. Sewer Lift Station. Landowner acknowledges that sewer service within the Added Plan Area (Johnson Ranch East) may require the construction of a special sewer lift station to accommodate waste water flows from the Added Plan Area. Each single family residential dwelling unit within the Added Plan Area shall be subject to a special sewer connection surcharge in the amount of \$150. Such surcharge shall be deposited in a segregated account, bearing interest at a rate not less than the City's average yield, pending construction of the lift station. In the event that such station has not been substantially constructed prior to the recordation of a final map on the last parcel, as shown on the Schematic Development Plan, within the Added Plan Area, City shall refund the surcharge, and accumulated interest,

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to the then-existing owner of record of each lot for which the fee was paid.

2.H. Water Line Easement. Landowner shall grant and convey a fifteen (15)-foot wide easement for a waterline through the landscape setback area along Sierra College Boulevard and through the landscape setback area along Douglas Boulevard from Sierra College Boulevard to the East Roseville Parkway. Such waterline easement shall be granted and conveyed by being shown on the tentative map for the parcels adjacent to Sierra College Boulevard and Douglas Boulevard which include the landscape setback through which the easement shall pass. The easement shall be effective on recordation of the final maps for such parcels.

2.I. Utility Improvements. City acknowledges that Southfork has expended \$406,407 for utility improvements benefitting property to the north of the Property subject to this Agreement and City has agreed that Southfork will be reimbursed by the owners of the benefitting property. City agrees that if Southfork has not been fully reimbursed for such expenditures not later than February 1, 1988, then City will withhold any permits and refrain from any action (other than action currently pending before City with regard to the formation or issuance of bonds by a Community Facilities District) permitting further development of the property benefitted by such utility improvements until such reimbursement has been completed, and, in accordance with the provisions of Section 3.A.6.a hereof, interest shall accrue on such reimbursement amount commencing February 1, 1988.

2.J. Right to Reimbursement Personal. Any right to reimbursement, as set forth in the preceding Section 2.I, is personal to Southfork and shall not run with the Property unless expressly assigned by Southfork.

2.K. Special Requirements Within the Added Plan Area.

2.K.1. Landowner shall convey no fewer than 15 acres of land for woodland preserve, recreational and other purposes to an Owners Association (the "Association"), serving all or a portion of the Added Plan Area. Landowner agrees that, to the extent it is within Landowner's power to do so, Landowner and its successors, heirs and assigns shall preserve the oak woodland in its natural state. Rules with respect to such preservation shall be incorporated into the JR East CC&Rs described in Sections 2.B.4 and 3.C.2. Such rules shall be subject to approval by City.

2.K.2. Parcels 42, 46 and 47, as shown on the Schematic Development Plan, shall be subject to special blue oak preservation rules as set forth in Section 4.11 of the Southeast Roseville Specific Plan as such amended plan reads on the date of adoption of this Agreement. City may condition the approval of any tentative map for, or the issuance of any building permit for, any lot within Parcels 42, 46 and 47 upon compliance with such preservation rules.

2.K.3. Landowner agrees to be bound by the policies set forth in Section 4.9.2 of the Southeast Roseville Specific Plan as such amended plan reads on the date of adoption of this Agreement and, notwithstanding the conveyance of the Vernal Pool Preserve to the City, to bear, at its sole expense, the cost of such compliance.

2.K.4. Landowner agrees to be bound by the policies set forth in Section 4.10 of the Southeast Roseville Specific Plan as such amended plan reads on the date of adoption of this Agreement.

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2.L. Special Requirements with Respect to Deer Valley,  
Phase II (Parcel 8b).

2.L.1. Landowner agrees that in the event that Parcel 8b, as shown on the Schematic Development Plan, is developed for high density, multi-family residential units, no fewer than three acres within the parcel shall be allocated to recreational uses, including not less than 0.7 acres of open turf area. Such recreational acreage shall be distributed substantially in the manner shown on the Parcel 8b site plan, attached hereto as Exhibit F.

2.L.2. Notwithstanding any other provision in this Agreement, no use permit shall be issued for high density, multi-family development of Parcel 8b unless such use permit includes a condition requiring the installation of the turf area specified in the preceding Section 2.L.1. Such installation shall be required prior to the issuance of an occupancy permit for the 250th unit to be constructed on Parcel 8b. Prior to the issuance of the use permit, the site plan for Parcel 8b shall be reviewed by the Director of Parks and Recreation of the City of Roseville.

2.L.3. The recreational facilities required pursuant to this Section 2.L. shall be operated and maintained by Landowner for the sole use and benefit of the residents of either Parcel 8b or Parcels 8a and 8b and nothing in this Agreement shall be construed to confer upon the general public any right of access or use.

2.M. Rules, Regulations and Official Policies.

2.M.1. To the extent any future rules, ordinances, regulations or policies, adopted on a city-wide basis, are inconsistent with the permitted uses, density and intensity of use, the maximum height and size

of proposed buildings, or provisions for reservation and dedication of land, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies, adopted on a city-wide basis, are not inconsistent with the permitted uses, density and intensity of use, the maximum height and size of proposed buildings, or provisions for reservation and dedication of land, or the terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

2.M.2. 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. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3.D of this Agreement.

2.M.3. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density and intensity of development as provided by the Schematic Development Plan and the Southeast Roseville Specific Plan, as amended.

SECTION 3. OBLIGATIONS OF THE PARTIES.

3.A. Dedication, Improvements, and Credits.

3.A.1. Maidu Park. Landowner has dedicated and conveyed the land reserved as set forth in Section 2.B.1 hereof.

3.A.2. Fire Station Site; Electrical Substation Site. Landowner has dedicated and conveyed to City the land reserved as set forth in Section 2.B.2 hereof for the purposes of constructing a Fire Station and, upon demand of City, shall dedicate and convey to City, the land reserved as set forth in Section 2.B.2 hereof for the purposes of constructing an electrical substation

3.A.3. Maidu Park Perimeter Road. Landowner has constructed and improved the Maidu Park Perimeter Road (McLaren Drive, extended and Johnson Ranch Road, extended).

3.A.4. Park Fees, Improvements and Conveyances.

a. In consideration of the construction of the perimeter road set forth in Section 3.A.3, City agrees to waive payment of the park fees for 1,000 residential units which would otherwise be due or arise from the exercise of land use and development authorized in Section 2.A hereof.

b. In further consideration of the benefit received by Landowner under this Agreement, Landowner agrees to rough grade the park site to be dedicated to City pursuant to Section 3.A.5.d.(iii) hereof to a slope not to exceed two percent (2%) prior to conveyance of such site, and in any event not later than January 1, 1990. City agrees to further improve such park site not later than the 365th day following the recordation of the first final map for Parcel 41 as shown on the Schematic Development



for the purposes of expanding the park site shown as Parcel 64 on the Schematic Development Plan. Landowner further agrees that Landowner shall not apply for a tentative residential lot subdivision map on Parcel 47 prior to April 1, 1989, and that such deferral shall be in addition to and not a part of the period for purchase which would be permitted under a procedure identical to Section 66480 of the Government Code.

3.A.5. Conveyances.

a. Landowner has granted and conveyed, in further consideration of the land use granted herein, that portion of its property, as may be required for the construction of the circulation improvements enumerated in Section 3.A.8 hereof and the Southeast Roseville Specific Plan, as amended.

b. Landowner shall grant and convey, in further consideration of the land use granted herein, that portion of its property, as may be required for the completion of construction of the circulation improvements enumerated in Section 3.A.8 hereof and the Southeast Roseville Specific Plan, as amended.

c. Landowner has conveyed or shall convey right of way, without cost to the City, and has widened and improved or will widen and improve the south half of that portion of Douglas Boulevard adjacent to Landowner's property to three lanes as shown on the Schematic Development Plan. Landowner shall absorb, and no credits shall be given for, the cost of two of the additional lanes (Phases I and II), adjacent to Landowner's

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property, to be constructed pursuant to this subsection.

d. Landowner has conveyed or shall convey:

*Lockyde* i. A 15-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 61 on the Schematic Development Plan.

*Parkway Grove* ii. A 3.75-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 62 on the Schematic Development Plan.

*Hillsborough Park* iii. A 9.6-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 63 on the Schematic Development Plan.

iv. An 8.5-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 83 on the Schematic Development Plan.

v. A 12.2-acre, more or less, portion of its property for the purposes of a park and preserve, shown as Parcel 64 on the Schematic Development Plan.

vi. 36.49 acres of floodplain for recreational uses and wildlife habitat preservation, shown as Parcels 71, 73, 74 and 75 on the Schematic Development Plan. City agrees that such parcels shall be maintained in accordance with Section 3.C.7 hereof.

vii. 14.27 acres of floodplain for flood control and stream course maintenance purposes, shown as Parcels 70 and 72 on the Schematic Development Plan, reserving therefrom an easement for recreational and other

uses for the sole benefit and use of the adjacent parcels remaining under the ownership of Landowner. City agrees that Parcels 70 and 72 shall not be for the use of the general public and shall be maintained in accordance with Section 3.C.7 hereof.

viii. The Maidu Park addition, as described in Section 2.B.1. hereof.

3.A.6. Reimbursement and Financing.

a. City shall reimburse Southfork for costs incurred by Southfork in the construction of improvements benefitting property other than Southfork's property or for financing or other costs as may be specified in this Agreement. Reimbursement for financing costs shall be at the rate which is the lesser of Landowner's actual cost of borrowing (calculated as of the date that the improvement so financed is accepted by City), or the maximum allowable by law. Interest shall accrue from the date an improvement is accepted by the City or by a district formed by the City or such other date as may be agreed upon by City and Southfork. Reimbursement shall be completed not later than seven (7) years following acceptance by City of the improvement so financed.

b. Costs to be reimbursed or for which payment is to be made in accordance with Section 3.A.6.a above shall include:

i. A portion of the costs of construction of Eureka Road and East Roseville Parkway as set forth in Sections 3.A.8.b and 3.A.8.c hereof, in accordance with the traffic fee and reimbursement program to be adopted by the City Council.

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ii. A portion of the costs of construction of the improvements as set forth in Section 3.A.8.e hereof, in accordance with the traffic fee and reimbursement program to be adopted by the City Council.

iii. All costs incurred with respect to the construction and widening of Douglas Boulevard, other than those specified as being the sole obligation of Landowner as set forth in Section 3.A.5.c hereof.

iv. Costs for off-site improvements as set forth in Section 2.I hereof.

v. Reimbursable costs as set forth in Section 3.A.8.i, hereof, but only to the extent consistent with the traffic fee and reimbursement program to be adopted by the City Council.

vi. Reimbursable costs of the trunk water main as set forth in Section 2.F.2 hereof.

c. The right to reimbursement set forth in this Section 3.A.6 is personal to Southfork and shall not run with the Property unless expressly assigned by Southfork.

3.A.7. Circulation Standards. The standards for the circulation improvements set forth in this Section, and the rights of way required therefor shall be as set forth in the Southeast Roseville Specific Plan, as amended.

3.A.8. Improvements Constructed or Financed by Landowner. Landowner has completed or shall complete the following improvements:

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a. Widen that portion of Douglas Boulevard which abuts Landowners' property as set forth in Sections 3.B.1 and 3.B.2 hereof (Phases I and II).

b. Construct or cause to be constructed that portion of Eureka Road which is within Landowner's property as set forth in Sections 3.B.1 and 3.B.2 hereof (Phases I and II), and as shown on the Schematic Development Plan.

c. Construct or cause to be constructed that portion of the East Roseville Parkway which is within Landowner's property as set forth in Sections 3.B.1 and 3.B.2 hereof (Phases I and II), and as shown on the Schematic Development Plan.

d. Construct or finance the construction of two lanes of that portion of the East Roseville Parkway which is within Landowner's property as set forth in Section 3.B.3 hereof (Phase III), and as shown on the Schematic Development Plan.

e. Construct or cause to be constructed the signals for the intersections at:

- i. Eureka Road and Professional Drive.
- ii. Eureka Road and East Roseville Boulevard.
- iii. East Roseville Parkway and Parkhill Drive.

f. Provide fifty percent (50%) the cost of traffic signals at:

- i. Douglas Boulevard and Eureka Road.
- ii. Douglas Boulevard and East Roseville Boulevard.
- iii. Sierra College Boulevard and Eureka Road.
- iv. Sierra College Boulevard and East Roseville Parkway.

v. East Roseville Parkway and North Cirby Way.

g. Construct a perimeter circulation system (Johnson Ranch and McLaren Drives) which surrounds the revised boundaries of Maidu Regional Park.

h. Construct that portion of North Cirby Way which is within Landowner's property as set forth in Section 3.B.2 (Phase II) hereof, and as shown on the Schematic Development Plan.

i. Construct that portion of Sierra College Boulevard as set forth in Sections 3.B.3 (Phase III) and 3.B.4 (Phase IV) and to construct two (2) of the additional four (4) lanes as set forth in Section 3.B.6 (Phase VI); provided, however, that Southfork shall be reimbursed, in accordance with Section 3.A.6 hereof, for:

i. the resurfacing and median improvements to the existing roadway,

ii. the cost of two (2) of the additional lanes when construction of four (4) additional lanes are required under this subsection,

iii. any and all costs of frontage improvements or lanes which are not adjacent to parcels granted development entitlements pursuant to this Agreement.

j. Nothing in the preceding Section 3.A.8.i shall be construed to require Landowner to purchase or acquire property for right-of-way for Sierra College Boulevard. In the event that such necessary right-of-way is not acquired by City or by the County of Placer, Landowner shall be excused from performance of the obligations created under Section 3.A.8.i.

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3.A.9. Equitable Consideration. Landowner's contributions with respect to the construction of all circulation and other infrastructure improvements referred to herein shall be taken equitably into account in connection with the formation of, and apportionment of the amount of, any assessment levied by any improvement assessment district (formed by the City of Roseville) or other financing mechanism after the date of the Recorded Agreement, which includes all or any part of the Property. The provisions of this Agreement shall not be construed to constitute a waiver by either party of participation by Landowner in any benefit assessment district which may be formed or other financing mechanism for the construction of circulation or other infrastructure improvements.

3.B. Phasing. The phasing of circulation improvements set forth in Section 3.A.8 shall be as follows:

- 3.B.1. Phase I:
  - a. Widening of and improvement of Douglas Boulevard to a six-lane arterial from Rocky Ridge (realigned) to Eureka Road.
  - b. Construction of Eureka Road (as a six-lane arterial) from Douglas Boulevard to its intersection with Professional Drive (as shown in the Schematic Development Plan).
  - c. Construction of Professional Drive as a two-lane collector street.
  - d. Construction of Rocky Ridge Drive (realigned) from Douglas Boulevard south to Professional Drive, pursuant to the standards as set forth on the Rocky Ridge/Harding Assessment District Plan.
  - e. Construction of Eureka Road as a four-lane arterial from Professional Drive to its

designated intersection with East Roseville Parkway.

f. Construction of the East Roseville Parkway as a four-lane arterial from Douglas Boulevard to a point not less than 1,200 feet southerly of its designated intersection with Eureka Road.

g. Completion of the Maidu Perimeter Road (McLaren Drive, extended, and Johnson Ranch Road, extended).

h. Widening and improvement of Douglas Boulevard to a six-lane arterial from Eureka Road to the East Roseville Parkway.

i. Construction of Eureka Road (four lanes) from the East Roseville Parkway to the PG&E power easement.

3.B.2. Phase II:

a. Widening and improvement of Douglas Boulevard to a four-lane arterial from East Roseville Parkway to the eastern boundary of Landowner's property.

b. Construction of the East Roseville Parkway as a four-lane arterial from a point 1,200 feet south of Eureka Road to to its intersection with Sierra College Boulevard.

c. Construction of North Cirby Way as a two-lane collector from the boundary of the Southeast Roseville Specific Plan Area to its intersection with the East Roseville Parkway.

d. Construction of Eureka Road (four lanes) from the PG&E power easement to Sierra College Boulevard.

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3.B.3. Phase III.

a. Financing construction of East Roseville Parkway as a two-lane arterial from its intersection with Sierra College Boulevard to the eastern boundary of the Southeast Roseville Specific Plan Area. Such financing shall be in accord with the agreement entered into between City, Landowner, Moss Land Company and DCK dated February 3, 1988.

b. Widening and improvements of Sierra College Boulevard to a four-lane arterial from the South boundary of Parcel 31 to the South boundary of Parcel 37.

3.B.4. Phase IV.

a. Widening and improvements of Sierra College Boulevard to a four-lane arterial from the South boundary of Parcel 37 to the South boundary of Parcel 54.

3.B.5. Phase V.

a. No improvements required.

3.B.6. Phase VI.

a. Widening and improvement of Douglas Boulevard to a six-lane arterial from Eureka Road to Sierra College Boulevard.

b. Widening and improvement of Eureka Road to a six-lane arterial from Professional Drive to the East Roseville Parkway.

c. Widening and improvement of Sierra College Boulevard to a six-lane arterial from Douglas Boulevard to the South Boundary of the Southeast Roseville Specific Plan Area.

d. Widening and improvement of the East Roseville Parkway to a six-lane arterial from Douglas Boulevard to Sierra College Boulevard.

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3.C. Corridor Landscaping.

3.C.1. This Section 3.C defines the obligations of Landowner to participate in the financing of landscaping and to provide a mechanism for the perpetual maintenance of approximately 81.63 acres, more or less, of scenic corridor contiguous to and on both sides of Eureka Road and of the East Roseville Parkway and on the South Side of Douglas Boulevard, and along various other roadways, all as described in the Southeast Roseville Specific Plan, as amended, and to landscape portions of such Scenic Corridor are within the Property.

3.C.2. The responsibility of Landowner for Scenic Corridor improvement costs began at the:  
(a) creation and recording of a covenant governing the use and maintenance of the approximately 81.63 acres, more or less, of Scenic Corridor; and (b) installation of landscaping pursuant to the Plan as set forth in Section 3.C.3 below. The Declaration of Covenants, Conditions and Restrictions for Johnson Ranch Unit No. 2 ("Winchester") affecting a portion of the Johnson Ranch Property was made by SOUTHFORK PARTNERSHIP, a California general partnership ("Declarant"), and was recorded on July 17, 1986, in Book 3006, Page 067, of Official Records of Placer County, California. The Master Landscaping Declaration of Covenants, Conditions and Restrictions for Johnson Ranch Community affecting a portion of the Johnson Ranch Property was made by Declarant and was recorded on July 13, 1987, in Book 3226, Page 221, of Official Records of Placer County, California. The Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Johnson Ranch affecting a portion of the Johnson Ranch Property was made by Declarant and was recorded

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on January 11, 1988, in Book 3333, Page 441, of Official Records of Placer County, California. Southfork shall execute and record a Declaration of Covenants, Conditions and Restrictions for JR East affecting the Added Plan Area (the "JR East CC&Rs") as set forth in Section 2.B.4 hereof. Such Declaration shall be subject to the approval of the City Attorney of the City of Roseville. The above-described declarations shall be referred to collectively hereinafter as the "Landscape CC&Rs."

3.C.3. Landowner or its heirs and assigns have installed or shall install landscape improvements, including plants, irrigation, and grading, in the Scenic Corridors described in Sections 2.B.3, 2.B.4 and 3.C.1. Such installation on each parcel within the corridor shall occur not later than twelve (12) months following the issuance of a certificate of occupancy for Business or Professional offices or other structures on each affected parcel.

3.C.4. City acknowledges that Landowner or its heirs have installed landscape improvements for 12.41 acres of the Scenic Corridors. City acknowledges that Landowner or its heirs have installed landscape improvements for 7.57 acres within the Open Space/ Stream Courses. Landowner acknowledges that landscaping improvements must be installed on an additional 69.22 acres of Scenic Corridor.

3.C.5. In the Landscape CC&Rs, Landowner has created a mechanism for the maintenance by Landowner and its heirs and assigns of improved landscaping on the Scenic Corridor described in Sections 2.B.3 and 3.C.1 in the same or better condition as when initially improved. Pursuant to Section 2.B.4, Landowner will create a similar mechanism for the Added

Plan Area. Before any subdivision or parcelization is approved for Landowner's property, Landowner shall ensure that such subdivision or parcelization, in a manner acceptable to the City Attorney, is subject to the mechanism providing for perpetual maintenance of said landscaped property, including without limitation, remedies upon default.

3.C.6. City agrees to grant encroachment permit(s) to Landowner, its agents, employees, successors, assigns and the members, agents and employees of any landscape maintenance committee created to perform the maintenance obligations described in Section 3.C.5, for the purpose of entry onto City property (including streets, easements and rights of way) to perform such maintenance obligations. The Landscape CC&Rs provide that: (a) the party or entity performing such maintenance obligations shall defend, indemnify and hold harmless the City from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any work undertaken pursuant to the encroachment permit, and that all of said liabilities are assumed by the party or entity performing such work; and (b) the party or entity performing such maintenance obligations shall carry primary liability insurance, on an occurrence basis, in the amount of at least \$300,000 for each occurrence and \$500,000 aggregate. The amount of such insurance shall be increased annually by no less than the amount of the percentage increase in the Consumer Price Index - United States All City Average - All Items. Said insurance shall name the City as an additional insured and the City shall be provided with an insurance certificate in a form approved by the City Attorney and shall provide

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thirty (30) days' advance notice to the City of its cancellation or expiration.

3.C.7. City agrees to form a landscape and lighting district pursuant to the provisions of Section 22500, et seq., of the Streets & Highways Code, for the sole purpose of maintaining the property conveyed to City pursuant to Sections 3.A.5.d(vi) and 3.A.5.d(vii) hereof. Landowner agrees to waive any objection to the formation of such district, agrees to bear all costs of such district formation and waives any objection to any assessments not in excess of those specified in, and not otherwise inconsistent with, the provisions of this Section 3.C.7. Such district shall have three zones of benefit. The first of such zones ("Zone A") shall be for the benefit of and shall include Parcels 8A, 8B, 24, 28, 29 and 32 and shall maintain Parcels 71 and 73. The second of such zones ("Zone B") shall be for the benefit of and shall include Parcels 41, 42, 43, 44, 45, 46, 47, 54 and 55 and shall maintain Parcels 74 and 75. The third of such zones ("Zone C") shall be for the benefit of and shall include Parcels 7E, 8A, 8B, 21, 29 and 30 and shall maintain Parcels 70 and 72. The aggregate of the amount of each assessment shall be not less than the amount required pursuant to the budget guidelines of the Department of Real Estate of the State of California for the maintenance of open space for the Open Space/Floodway parcels included within each zone. City agrees to maintain such open space, floodway and stream courses in accordance with the Landscape Design Guidelines attached hereto as Exhibit E and incorporated herein. City agrees that, with respect to Zones A and B, City shall contribute not less than thirty percent (30%) of the assessments required for

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the maintenance pursuant to the standards set forth in this section. City stipulates herewith that such contribution is compensatory for the recreational use of the maintained parcels by persons residing outside the Plan Area. Landowner agrees that the maintenance costs, and the assessments therefor, shall be borne entirely by owners of parcels within Zone C so long as the maintained parcels within Zone C are not open to the general public.

3.C.8. City agrees to maintain those portions of the Scenic Corridor which are located on property owned by it, in accordance with the Landscape Design Guidelines, including but not limited to, the parcels described in Sections 2.B.2 and 2.B.6 hereof.

3.C.9. City agrees that the parcels described in Sections 2.B.2 and 2.B.6 hereof may participate, at City's sole discretion, in and shall be billed by the applicable master owners association on the same basis as any other owner of an unsubdivided residential parcel subject to a declaration creating such master owners association.

3.C.10. City agrees to reimburse Landowner for all costs incurred in the installation of landscaping and frontage improvements on the parcels described in Sections 2.B.2 and 2.B.6 hereof not later than ninety (90) days following the installation of such landscaping and frontage improvements.

3.C.11. In the event of a failure by Landowner, or its heirs and assigns, to landscape property described in Sections 2.B.3, 2.B.4 and 3.C.1, City may, but shall not be obligated to, after notice and failure to cure as required by Section 4.A, pursue any remedies provided for in the CC&Rs. Landowner specifically grants to City, its employees, agents, and

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contractors, a right of entry and temporary working easement over any land owned by Landowner as set forth in Sections 2.B.3, 2.B.4 and 3.C.1 above, to accomplish all such work. The foregoing is in addition to all other remedies available to City.

3.C.12. Landowner's portion of the corridor landscaping shall be installed and maintained pursuant to the Landscape Design Guidelines, attached hereto as Exhibit E.

3.D. Applications for Permits and Entitlements.

3.D.1. City agrees that it will accept, in good faith, for processing review, and action, all applications for development permits or other entitlements for use of the Property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner.

3.D.2. City shall inform Landowner, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

3.D.3. Provided that Landowner has constructed the circulation improvements for Phases I through VI (except as excused pursuant to Section 3.A.8.j) as set forth herein and is not otherwise in default under this Agreement, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for the next Phase, as such Phase is shown in Section 6 of the Southeast Roseville Specific Plan as amended, as such amended plan reads on the date of adoption of this Agreement. Notwithstanding the foregoing, City shall in accordance with Sections 3.D.1 and 3.D.2 hereof, receive, review and act

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upon subdivision or parcel maps included within Phase III as set forth in the Specific Plan, as amended, immediately following the effective date of this Agreement; provided, however, that City, at its sole discretion, may refuse to issue a building permit or permits for any residential structure within Phase III until all circulation improvements required under Phase II have been completed.

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

3.F. Essence of Agreement. The foregoing agreements are of the essence of the Development Agreement.

#### SECTION 4. DEFAULT, REMEDIES, TERMINATION.

4.A. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions 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

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

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

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

4.B. Enforcement Mechanism. In the Landscape CC&Rs, Landowner has established and implemented a legal mechanism approved by the City which accomplishes the following:

4.B.1. Establishes a Committee or Committees selected by, or an Association or Associations composed of, commercial, business and professional users or landlords or homeowners or property owners;

4.B.2. Provides that said Committee or Association shall have the responsibility and authority to enforce the provisions of the Development Agreement during the term of the Development Agreement and thereafter the terms of the Landscape CC&Rs;

4.B.3. Provides that such enforcement action may include, but not be limited to, legal action in the name of the Association or Committee to enjoin violation of the Development Agreement or the Landscape CC&Rs and to assess such sums upon the owners or members of the Association or Committee as may be reasonably required to enforce the provisions of the Landscape CC&Rs in perpetuity;

4.B.4. Provides that the City shall have standing to bring an action in the name of the Association or Committee to enjoin any violation to the extent that the Association or Committee has the power to do so. In the event the enforcement action is successful, the attorneys' fees and costs actually incurred in such action shall either be collected from the owner or occupant against whom the enforcement action was brought or shall be a lien on the property involved collectible by the City; and

4.B.5. Provides that, in the event that an enforcement action, brought pursuant to subsection (4), above, is successful, the owner or occupant against whom the action has been brought shall be liable to

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City for liquidated damages in an amount equal to and in addition to, the amount of the judgment.

4.C. Failure to Complete Improvements. To the extent consistent with Section 3.D.3 hereof, City may, at its discretion, refuse to issue a building permit for any structure within the geographical confines of a Phase (as shown on the Schematic Development Plan) if Landowner has failed to complete any of the improvements enumerated in the next preceding phase, as set forth in Section 3.B. hereof.

4.D. No Building Permit if Default. No building permit shall be issued or building permit application accepted for the building shell of any nonresidential structure on the Property if the permit applicant owns or controls any property subject to this Agreement, and if such applicant or any entity or person controlling such applicant is in default of the terms and conditions of this Agreement. Landowner shall cause to be placed in covenants, conditions and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

4.E. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days' written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City.

In the same manner prescribed in Section 1.D, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Section 30.11 of Ordinance 802, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

4.F. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds for termination or cancellation of this Agreement.

4.G. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war,

insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

4.H. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

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

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents', or employees' operations under this Agreement, whether such operations be by Landowner, or

by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors. Landowner agrees to and shall defend and indemnify City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

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

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 8. GENERAL.

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

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

8.C. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.D. Supersession and Merger. This Agreement supersedes in their entirety the development agreements known as the Johnson Ranch Agreement, the Birdland Agreement, the CliffLand Agreement, the Central Land Agreement and the Hogland Agreement governing property included within the Southeast Roseville Specific Plan Area and known as Johnson Ranch, Birdland, Cliff-Land, Central Land and Hogland. This Agreement further supersedes in its entirety the development agreement adopted on May 15, 1987, known as the Amended and Restated Development Agreement by and Between the City of Roseville and the Southfork Partnership Relative to the Development known as the Southfork Property. To the extent that the parties have performed under the Initial Agreements or the Amended Agreement, such performance shall be deemed to have occurred pursuant to this Agreement.

#### SECTION 9. CONSTRUCTION.

This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (the Zoning Ordinance) as it may be

amended, provided, that such amendments do not affect the rights granted to the parties by this Agreement.

SECTION 10. NOTICES.

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

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

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

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

Southfork Partnership  
Attn: Robert B. Coker, Jr.  
2150-B Douglas Boulevard  
Roseville, CA 95678-3899

Home Capital Corporation  
Attn: President  
707 Broadway, 10th Floor  
San Diego, CA 92101

McDonough, Holland & Allen  
Attn: Patricia D. Elliott, Esq.  
555 Capitol Mall, Suite 950  
Sacramento, CA 95814

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

SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 53 pages and six exhibits which constitute the

entire understanding and agreement of the parties. Said exhibits are identified as follows:


- |           |                                             |
|-----------|---------------------------------------------|
| Exhibit A | Property Description:                       |
| A-1       | Legal Description of the Southfork Property |
| A-2       | Diagram of the Southfork Property           |
| Exhibit B | Southeast Roseville Specific Plan           |
| Exhibit C | Schematic Development Plan                  |
| Exhibit D | Table of Land Uses                          |
| Exhibit E | Landscape Design Guidelines                 |
| Exhibit F | Parcel 8b Site Plan                         |


Approved this 4th day of May, 1988, by the City Council of the City of Roseville.

SOUTHFORK PARTNERSHIP, a California general partnership

By: COKER-EWING COMPANY, a California general partnership, General Partner

By: COKER DEVELOPMENT, INC., a California corporation, General Partner

By   
ROBERT B. COKER, JR.,  
President

By   
HARRY W. EWING,  
Vice President

-AND-

By: EWING DEVELOPMENT, INC.,  
a California corporation,  
General Partner

By *Harry W. Ewing*  
HARRY W. EWING,  
President

By *[Signature]*  
ROBERT B. COKER, JR.,  
Vice President

By: HOME CAPITAL CORPORATION,  
a California corporation,  
General Partner

By *Jacqueline K. Ooly*  
Its Project Manager

By *[Signature]*  
Its Sr. V.P.

CITY OF ROSEVILLE

By *W. H. Anderson*  
City Manager

APPROVED AS TO FORM:

*Michael J. Dean*  
City Attorney

ATTEST:

ASSISTANT

City Clerk

*Carole K. [Signature]*

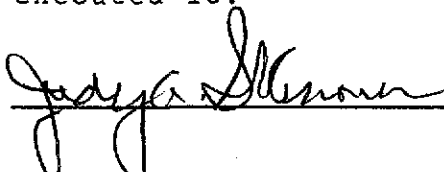
STATE OF CALIFORNIA

COUNTY OF Placer

On April 15, 1988, before me, the undersigned notary public, personally appeared ROBERT B. COKER, JR., and HARRY W. EWING,

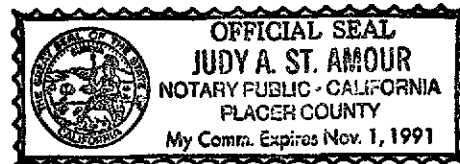
personally known to me  
 proved to me on the basis of satisfactory evidence

to be the persons who executed this instrument as President and Vice President on behalf of COKER DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING COMPANY, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that COKER DEVELOPMENT, INC., executed it as the partner of COKER-EWING COMPANY, COKER-EWING COMPANY executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.



STATE OF CALIFORNIA

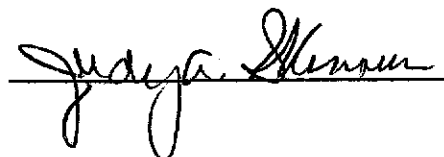
COUNTY OF Placer

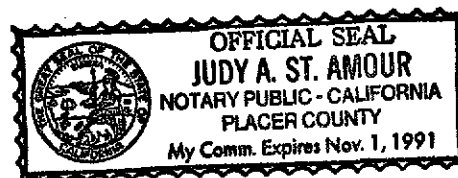


On April 15, 1988, before me, the undersigned notary public, personally appeared HARRY W. EWING AND ROBERT B. COKER, JR.,

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

to be the persons who executed this instrument as President and Vice President on behalf of EWING DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING COMPANY, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that EWING DEVELOPMENT, INC., executed it as the partner of COKER-EWING COMPANY, COKER-EWING COMPANY executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.





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STATE OF CALIFORNIA

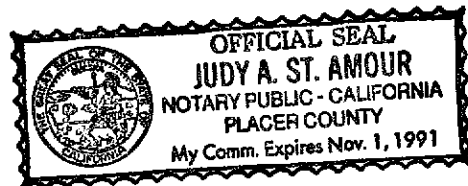
COUNTY OF Placer

On April 15, 1988, before me, the undersigned notary public, personally appeared Arthur M. Cormany and Jacqueline K. Ooley,

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

to be the persons who executed this instrument as Regional Director and Project Manager on behalf of HOME CAPITAL CORPORATION, the corporation therein named, the corporation being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that HOME CAPITAL CORPORATION executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Judith A. St. Amour  
STATE OF CALIFORNIA



COUNTY OF SACRAMENTO

On \_\_\_\_\_, 1988, before me, the undersigned notary public, personally appeared \_\_\_\_\_,

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

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

\_\_\_\_\_

BK3414 PG059

ORDINANCE NO. 2108

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A SECOND AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT FOR THE SOUTHEAST ROSEVILLE SPECIFIC PLAN  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council finds as follows: there currently exists an Amended and Restated Development Agreement within the Southeast Roseville Specific Plan Area. The Southeast Roseville Specific Plan has been amended to include additional properties not covered by the Amended and Restated Development Agreement. It is in the public interest that the Amended and Restated Development Agreement be replaced by a Second Amended and Restated Development Agreement covering the entire Southeast Roseville Specific Plan Area.

SECTION 2. In accordance with Article 30 of Ordinance no. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into an amended and restated development agreement for the Southeast Roseville Specific Plan Area.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amended and Restated Development Agreement for the Southeast Roseville Specific Plan Area and makes the following findings:

1. The Second Amended and Restated Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the Southeast Roseville Specific Plan, as amended;
2. The Second Amended and Restated Development Agreement is compatible with the uses authorized in and the regulations prescribed for, the land use districts in which the real property is located;
3. The Second Amended and Restated Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
4. The Second Amended and Restated Development Agreement will not be detrimental to the health, safety or general welfare;
5. The Second Amended and Restated Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

BK3414 PC060

ORDINANCE NO. 2108

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A SECOND AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT FOR THE SOUTHEAST ROSEVILLE SPECIFIC PLAN  
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4. The Second Amended and Restated Development Agreement will not be detrimental to the health, safety or general welfare;
5. The Second Amended and Restated Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

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