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CITY OF ROSEVILLE

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City Clerk

City of Roseville

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Roseville, CA 95678

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Development Agreement with Roseville Fiddymnt Land Venture, LLC, Relative to the West Roseville Specific Plan

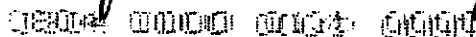
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BY \_\_\_\_\_

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West Roseville Specific Plan  
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RETURN TO:**

**CITY ATTORNEY  
CITY OF ROSEVILLE  
311 VERNON STREET  
ROSEVILLE, CA 95678**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
ROSEVILLE FIDDYMENT LAND VENTURE, LLC,  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

**February 18, 2004**

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
ROSEVILLE FIDDYMENT LAND VENTURE, LLC,  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Development Agreement is entered into this 29th day of March, 2004, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and Roseville Fiddymment Land Venture, LLC, a Delaware limited liability company, pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. 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.

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 1,678 acres as described in **Exhibit "A"** and shown on **Exhibit "B"** (hereinafter the "Property"), attached hereto which constitutes a portion of the larger area comprising 3,162 acres commonly referred to the West Roseville Specific Plan area ("Specific Plan", "WRSP" or "Plan Area"). Developer represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Cooperation in Development. Developer has cooperated with 1600 Placer Investors, LP ("Placer Investors"), the other property owner within the WRSP, in the planning and design of the land uses within the WRSP. Developer and Placer Investors shall cooperate and coordinate with one another on the timely construction of shared infrastructure within the WRSP in order to facilitate its timely development.

D. Hearings. On January 8, 2004, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

E. Environmental Impact Report. On February 4 2004, the City Council, in Resolution No. 04-38, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2002082057) for West Roseville Specific Plan (the "Specific Plan"). Mitigation measures were suggested in the EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement,

as reflected by the findings adopted by the City Council concurrently with this Agreement.

F. Entitlements. Following consideration and certification of the aforementioned EIR and of CEQA related findings, the City Council on February 4, 2004, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. The Roseville General Plan, as amended by Resolution No. 04-039;
2. The West Roseville Specific Plan, as adopted on February 4, 2004, by Resolution No. 04-40;
3. The Prezoning of the Property pursuant to Ordinance No. 4046 dated February 23, 2004;
4. This Development Agreement, as adopted by Ordinance No. 4048 (the "Adopting Ordinance").

The approvals described in paragraphs 1 through 4, inclusive, together with the Large Lot Tentative Subdivision map for the Property conditionally approved by City's Planning Commission on January 8, 2004 ("Large Lot TM"), are referred to herein collectively as the "Entitlements." No other action or approval by City shall be deemed an "Entitlement".

G. General and Specific Plans. 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 and the West Roseville Specific Plan ("Specific Plan"). For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable law shall be as set forth in the Entitlements as of the date hereof.

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

I. 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 Developer's obligations hereunder.

J. Contribution to Costs of Facilities and Services. Developer agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Developer may

proceed with and complete development of the Property in accordance with the terms of this Agreement. The Developer will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, a fire station site, electric substation site, high school site and other services and amenities that are of benefit to the entire City. City and Developer recognize and agree that but for Developer'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, Developer 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 Developer's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property.

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

L. Annexation. The Property is currently located adjacent to the City within the unincorporated County of Placer. City intends to annex the Property. The Entitlements granted herein to Developer applicable to the Property, and the ability to proceed with development of the Property pursuant to the Entitlements, will be contingent upon the annexation of the Property into the City.

## AGREEMENT

### **ARTICLE 1. GENERAL PROVISIONS**

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

1.2 Property Description and Binding Covenants. The Property is that property described in **Exhibits "A" and "B"**. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.5 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Developer" shall mean and refer to Roseville Fiddymont Land Venture, LLC and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

1.3 Term.

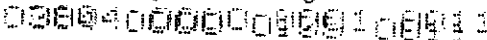
1.3.1 Commencement; Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and the full execution of this Agreement by Developer and City (the "Effective Date"). The Agreement shall be recorded against the Property within 10 days after City enters into the Agreement, as required by Government Code section 65868.5. Provided, however, the terms and conditions of this Agreement shall not be binding upon the Property, nor shall Developer have any development rights, or improvement or payment obligations, with the exception of costs incurred by City in the processing of the entitlements, with respect to any portion of the Property as contemplated by the Entitlements and this Agreement, until the Placer County Local Agency Formation Commission ("LAFCO"), the conducting authority for the annexation of the Property to the City, takes final action approving such annexation.

If the annexation of the Property does not occur by December 31, 2004, then either party may, at any time, elect to terminate this Agreement by giving written notice of such termination to the other party, in which case the rights and obligations of the parties hereunder shall terminate and be of no further force or effect and the parties shall cooperate to record such documents as are reasonably required to remove the Agreement from record title to the Property. Notwithstanding any of the foregoing, only those parties in title may terminate the Agreement. As set forth in the Recitals above, the City's agreement to approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Developer's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Developer acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

Upon the annexation of the Property, the term of this Agreement shall extend for a period of twenty (20) years after the date of such annexation, 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.

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 Specific Plan 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 Developer to a bona-fide good faith purchaser thereof. This Agreement shall similarly be terminated with respect to any single-family residential lot which is improved with a single-family residential unit as of the date of this Agreement, upon issuance of a final inspection for the improved lot, as provided in this paragraph. 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 Maintenance CFD required by Section 3.20, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. 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 Developer 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 Specific Plan 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 multi-family or 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 Maintenance CFD required by Section 3.20, 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 2.6.1.1, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Developer's expense. Termination of this Agreement for any such parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.



1.3.4 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are subjected to legal challenge by a third party, other than Placer Investors, and Developer is unable to proceed with the Project due to such litigation, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such litigation.

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

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Developer and may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Developer's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. 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.

1.6 Annexation. The ability to proceed with development of the Property pursuant to the Entitlements shall be contingent upon the annexation of the Property into the City. Pending such annexation, Developer, at its own risk, may process tentative parcel maps and tentative subdivision maps and improvement or construction plans for improvements and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Developer shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due as and when the City provides an invoice(s) for costs incurred by City therefor.

1.7 Pro Rata Share/Fair Share – Defined. Except as specifically provided otherwise in this Agreement, as used in this Agreement, the terms pro-rata share or fair share shall mean a share of the total cost of a facility or facilities based on a dwelling unit equivalent calculation using the total units within the WRSP as the numerator and the total number of unbuilt and entitled units in the City, City/County MOU area and the WRSP, as the case may be as specified in this Agreement, as the denominator.

## ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses and approximate acreages, net of road right of way ("Net Acre"), for the Property as shown in the Specific Plan Land Plan in **Exhibit "D"**, attached hereto and summarized below:

Low Density Residential	2,767 units on 837.3 Net Acres;
Medium Density Residential	359 units on 54.3 Net Acres;
High Density Residential	1,044 units on 70.3 Net Acres;
Community Commercial	30.1 Net Acres;
Business Professional	9.1 Net Acres;
Park	195.2 Net Acres;
Open Space	335.2 Net Acres;
Open Space (paseo)	6.1 Net Acres;
Schools	69.8 Net Acres;
Fire Station	3.1 Net Acres;
Electric Substation	1.6 Net Acres;
Well Sites	2.0 Net Acres;
Other Public (right of way)	44.5 Net Acres.

Such uses shall be developed in accordance with the Entitlements, as such entitlements provide on the effective date of this Agreement. Developer'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 set forth in the Entitlements, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement.

2.3 Density Transfer. The number of residential dwelling units planned for the different Parcels within the Project may be transferred to other Parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. All unused units must be transferred prior to approval by the City Council of the last small lot final map, or design review permit for the last high density residential parcel for the Property. Any unused units not so approved for transfer shall revert to the City unit pool and Developer shall have no subsequent claim to such units.

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable to the development of the Property, except as limited by Section 2.5.2 of this Agreement.

2.4.2 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated, required or permitted 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 Developer shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

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



income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and **Exhibit "E"**. Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Affordable Purchase Residential Units. Developer agrees that 83 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
Parcel F-16	224	46
Parcel F-17	174	37
Total		83

Such units shall be distributed throughout each such Parcel.

2.6.1.1 Required Agreements. Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for such residential purchase units affordable to middle-income households. Specific requirements of the agreement will be determined by the Economic and Community Services Director.

2.6.1.2 Content. The Affordable Purchase Housing Development Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision and Developer's obligations for marketing the affordable units. No City subsidies will be required to provide residential purchase units affordable to middle-income households.

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

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

2.6.1.4 Transfer of Obligation. At the request of Developer, the affordable purchase housing obligation (or any portion thereof) may be transferred, with the consent of the City Council, to another parcel (the "Transferee Parcel") within the Property. No such transfer shall require an amendment to this Agreement, but City and

Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.1.5 In Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to moderate, low or very low income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.

2.6.1.6 Facilities Districts. The Economic and Community Services Director shall maintain a list of middle-income affordable units that are conveyed pursuant to an Affordable Purchase Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Purchase Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for the middle-income affordable purchase units within each such Parcel at a level equal to fifty percent (50%) of the applicable special tax for the balance of the units within said Parcel.

2.6.2 Multi Family Affordable Rental Units

2.6.2.1 Affordable Obligation. Developer agrees that 335 affordable rental units will be reserved within the Property, including 167 units for rental to very low income households and 168 units for rental to low income households as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
Parcel F-20	136	68	27	41
Parcel F-22	110	44	22	22
Parcel F-23	160	96	32	64
Parcel F-24	200	86	46	40
Parcel F-25	100	20	20	0
Parcel F-26	98	20	20	0
	Total	335	167	167

2.6.2.2 Transfer/Satisfaction of Obligation. At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic and Community Services Director, from one Parcel within the Property to another Parcel within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.2.3 Compensation by City. City shall compensate Developer or its successors for one-half (1/2) of the net present value (discounted at the City's then current investment rate) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved. Such compensation (hereafter

"subsidy" or "subsidies") shall be made in cash, by density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Developer and City. Within (60) days after Developer or a successor applies for design review permit, City shall specify the range of incomes to be served at time of occupancy and identify or provide funding for subsidies. If City cannot provide the necessary funding, City may identify within said sixty (60) day period a source of funding for subsidies for the affordable units applicable to such parcel. Developer shall join City in an application prepared for Federal, State, local or private funding for such identified subsidies and Developer shall use its best efforts to cooperate with City to obtain approval thereof. City and Developer agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Developer or the subject Parcel. If subsidies are not identified by the City within said sixty (60) day period, or if identified, if such subsidies are not made available within nine (9) months following application for the design review permit, then the requirement to provide the very low and/or low income affordable units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding within the foregoing time periods.

If and to the extent subsidies are made available in a timely basis, then prior to issuance of a building permit for a structure on such parcel, City and Developer shall enter into an Affordable Rental Housing Development Agreement with Developer or its successor giving effect to the intent of this section. If City has agreed to provide funding and the Specific Plan subsequently does not proceed because application has not been made by Developer for a building permit or Developer fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

Developer acknowledges that the use of any public funds or other assistance for the development of affordable housing may require payment of prevailing wages for such development. Developer shall provide written notice to the developers, contractors and subcontractors constructing such affordable units that such construction may be subject to a requirement to pay prevailing wages. City acknowledges that any prevailing wage requirement is likely to increase construction costs and will work with Developer in good faith to determine an appropriate subsidy.

2.6.2.4 Facilities Districts. The Economic and Community Services Director shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Housing Development Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Development Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for each such Parcel by using 50% of the number of low and very low-income income affordable rental units within each such Parcel to determine the number of units assessed for special tax purposes for each such Parcel.

2.6.3 Not a Limitation. Nothing in the foregoing Sections 2.6.1 and 2.6.2 shall be construed to limit Developer from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

## 2.7 Wetlands.

2.7.1 404 Permit. Developer has obtained verification from the U.S. Army Corps of Engineers that approximately 16.19 acres of vernal pools and 3.87 acres of wet swales/channels exist on the Property. Developer shall obtain from the U. S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project, including but not limited to off-site improvements such as Phillip Road, and Blue Oaks Boulevard. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation of wetland resources.

It is anticipated that the 404 Permit will require preservation and/or creation of wetland resources within the Property ("Preserve Area"). At the election of the City, City and Developer shall cooperate with one another in the formation of a conservancy or fee financing mechanism provided for in Section 3.20, with the authority to assume and/or administer the costs of maintaining the Preserve Area in accordance with the 404 Permit.

2.7.2 Maintenance by Developer. Developer, and/or its successors, shall be solely responsible for satisfying all monitoring, reporting and, at the expense of the Maintenance CFD, maintenance, requirements under the 404 Permit during the remaining and any extended monitoring period, as determined by the Corps, for the Preserve Area. Furthermore, during said monitoring period, Developer 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, which arise out of or relate to any failure of Developer 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 Open Space Preserve will be subject to the provisions of the 404 Permit and Operations and Management Plan. Developer acknowledges responsibility for obtaining 404 Permit coverage for all open space uses specified in the Specific Plan and this Agreement.

Developer shall obtain all amendments to the 404 Permit that are, or may be, required in order to install the Developer improvements specified in the Specific Plan, the 404 Permit and this Agreement in the Open Space Preserves. Notwithstanding this obligation of Landowner, City shall, to the maximum extent feasible, avoid infrastructure designs and locations that would require Landowner to amend its 404 Permit or any other permit required by state or federal agencies.

2.7.3 Facilities Included in 404 Permit. Developer shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, community garden and parking lot and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of Open Space Preserves. In this regard, Developer shall include the location of proposed bike paths, fuel modification areas, passive recreation areas (such as the community garden and associated parking), water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit applications to ensure all proposed open space improvements are disclosed and considered by the Corps during 404 Permit processing and drafting of permit conditions. In addition, Developer shall ensure that the typical improvements required for overland stormwater conveyance, stormwater outfalls and related erosion control improvements are included in the O&M Plan as future allowed uses. In this regard, the O&M plan shall include typical schematic plans to characterize these improvements for future regulatory and permitting purposes. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the 404 Permit, the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City may approve or deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.

2.7.4 Operation and Management Plans. Developer and Placer Investors shall be responsible for the cost of preparation of any required Operations & Management Plan ("O&M Plan") required for the 404 Permit. Further, Developer and Placer Investors shall be responsible for the cost of the City's preparation, pursuant to the August 18, 2000 MOU between the City and the United States Fish and Wildlife Service, of an overarching management plan to maintain consistent management strategies among the City's preserves and preserve areas created by the Project.

2.8 Provision of Real Property Interests by City. In any instance where Developer is required to construct any public improvement on land not owned by Developer, Developer shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event Developer is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by Developer and upon Developer's provision of adequate security for costs City may reasonably incur, City shall negotiate for purchase of the necessary real property interests to allow Developer to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established, and to the extent allowed, by law, consider using its power of eminent domain to acquire such required real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. This Section is not intended by the parties to impose upon the Developer an enforceable

duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority.

In those circumstances where the City owns property in fee within the City/County MOU area on or over which Development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, City shall grant such permanent easement or temporary easements, rights-of-way, or sites as needed for the timely and efficient development of the Property.

### ARTICLE 3. DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Developer shall be made at the time and in the amount then required by City ordinances, applicable to the Project. Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by Developer, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Developer. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3 at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Developer shall obtain state and federal permits needed for anticipated development (i.e. 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed).

3.3 Project Phasing. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in three phases consistent with the Phasing Plan set forth in the Specific Plan and in **Exhibit "F"** and **"NN"** attached hereto. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Community Development Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs,

whichever occurs first, Developer agrees to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer 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 for the applicable roadways, including the area for utilities and power line corridors, shall be as shown in the Specific Plan.

Developer shall also grant and convey to City, with each of the foregoing roadway easements, a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the Specific Plan and shall be located within the right-of-way for the adjacent roadway as shown in the Specific Plan.

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 or powerline corridor 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.

3.5 Road Improvements. Developer, at its expense, shall provide the road improvements set forth in this Agreement and the Phasing Plan, and shown in **Exhibit "G"** attached hereto.

3.5.1 Developer's Obligations. Developer obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and full asphalt pavement section. For arterial roadways, Developer's obligation for roadway frontage improvements shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, utilities, street lights, signal interconnect, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer, all grading, drainage laterals and inlets, and cross culverts (collectively "Frontage Improvements"). The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's Frontage. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

Installation of landscaping and median curbing shall occur concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may occur concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.7.1 of this Agreement.

3.5.2 Arterial Roadways. Developer shall dedicate all necessary rights-of-way and shall construct roadway improvements for the arterial roadways as shown in **Exhibit "H"**, attached hereto and described in the Phasing Plan, **Exhibits "F"** and **"NN."** Arterial roadways within the Property consist of Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in Section 3.5.18, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

3.5.2.1 Blue Oaks Boulevard. Developer shall construct Blue Oaks Boulevard consistent with the Phasing Plan, **Exhibit "F"**. Developer shall construct Blue Oaks Boulevard from Fiddymment Road to the new alignment of Phillip Road within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W -2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant, as shown on **Exhibit "I"**. Developer shall complete construction of this segment of Blue Oaks Boulevard within one year of commencing construction.

3.5.3 Collector Streets. To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in **Exhibit "J"** located within the Property. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore; in particular, based on the final design for such collectors and the final lot subdivisions for the Property. Except as provided in Section 3.5.3.1 of this Agreement, Developer shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/or construction of collector roadways.

3.5.3.1 Phillip Road. Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road within the Property consistent with **Exhibit "K"** and the Phasing Plan. Developer shall complete such reconstruction within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W -2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant, as shown on **Exhibit "I"**. Segments of existing Phillip Road replaced by newly realigned and reconstructed segments shall be abandoned to the owner of the underlying fee of the segment in question. If applicable and as necessary, relocation shall be coordinated so as not to interrupt service and access to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant").

Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road off-site consistent with **Exhibit "K"** and the Phasing Plan.

Portions of the realigned and reconstructed Phillip Road include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of constructing such park frontage improvements.

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

3.5.4.1 Upon recordation of the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement.

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets.

3.5.5 Road Improvement Standards. All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the effective date of this Agreement. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.

3.5.6 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Developer shall establish the applicable landscape setbacks provided therefor by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, soundwalls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such areas shall not be included within rights-of-way adjacent to non-residential areas as set forth in the Specific Plan.

3.5.6.1 Separated Sidewalks. Developer shall ensure that all residential property improved with separated sidewalks shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of parkway strip landscaping and street trees located between the separated sidewalk and curb. Separated sidewalks shall be designed to a standard of five feet (5') of landscaping measured from back of curb followed by four feet (4') of sidewalk.

3.5.6.2 Transition from Landscape Corridor to Open Space Parcels. Developer shall be responsible for the construction of a natural, drought-tolerant landscape transition between street landscaping and open space areas on Parcels F-84, F-85, F-86, F-87 and F-88 along Blue Oaks Boulevard and Hayden

Parkway. The landscape transition shall be designed and installed consistent with illustrations contained in the Design Guidelines. Such transition landscaping shall be installed at the time adjacent roadways are constructed.

**3.5.7 Traffic Signals.** Developer shall be responsible for the construction of traffic signals as shown on **Exhibit "L"** and described in the Phasing Plan. Developer shall be entitled to credits toward the City's traffic mitigation fee for the design and construction of any public leg of a traffic signal and/or signals warranted by City. Said credits shall be shared equally throughout the Property on a per dwelling unit equivalent ("DUE") basis. Developer shall not be entitled to any reimbursements or traffic mitigation fee credits for portions of a traffic signal that service a private driveway. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

**3.5.8 Update of City Fee.** Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Plan Area. To the extent that the Traffic Mitigation Fee adopted for the WRSP is higher than that charged in the North Industrial Plan Area, Developer shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUEs within the WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.

**3.5.9 Highway 65 Joint Powers Authority.** Developer agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Developer hereby consents to and waives any objection to such inclusion.

Developer agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Developer shall pay the fee applicable to the North Industrial Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Developer pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit toward Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE 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 Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

**3.5.10 South Placer Regional Traffic Fee.** Developer agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee ("SPRTA Fee") as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Developer hereby consents to such inclusion.

Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified in the SPRTA Fee Program. If Developer pays the Interim SPRTA Fee, and the Interim SPRTA Fee exceeds the amended SPRTA Fee, then the excess amount collected shall be applied as a credit toward SPRTA Fee on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim SPRTA Fee is less than the amended SPRTA Fee that is ultimately adopted for the Property, the total amount of the shortfall shall be added as a surcharge to future SPRTA Fee on a per DUE 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 Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

**3.5.11 Bridges.** Developer shall construct a total of five bridges, three on-site and two off-site, as shown on **Exhibit "M"** and the Phasing Plan attached hereto. The Coyote Creek bridge shall be designed to accommodate Wastewater Treatment Plant service vehicles access under the bridge for travel to the Wastewater Treatment Plant outfall structure. Upon completion of construction of the bridge over Pleasant Grove Creek on Blue Oaks Boulevard west of Crocker Ranch Road, Developer shall receive a credit against City traffic mitigation fees pursuant to Section 4.2. for the cost of adding three additional travel lanes.

Developer shall receive a credit against City's Traffic Mitigation Fee for its costs to construct those bridges included within the City's Capital Improvement Program (CIP) as identified in the Infrastructure Phasing & Reimbursement Schedule **Exhibit "OO."**

**3.5.12 Access for Existing Residences within Property.** Three (3) occupied residences exist on the Property today and are shown as Residences A, B and C in **Exhibit "O"** attached hereto. Developer shall construct interim all-weather access to Residence "A" capable of supporting 34 tons. Residence " B" shown in **Exhibit "O"** will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence " C" shown in **Exhibit "O"** shall remain in its current location and shall be provided interim and permanent access to a

public street as part of the development of the Project. Developer shall be responsible for providing and/or constructing interim accesses to existing residences.

3.5.13 Access to Residences within MOU Area. With Placer Investors, Developer shall maintain accesses to existing residences within the MOU area as shown in **Exhibit "P"**. All such accesses shall be maintained continuously during construction.

3.5.14 Light Rail Funding. Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville at such time as a light rail project and associated funding mechanism are approved.

3.5.15 Watt Avenue Extension and Improvement Fee. Developer consents to and agrees that any then-underdeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.

3.5.16 Transit Master Plan Funding. Developer shall pay, as its fair share on a city-wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Master Plan Update, and Bikeway Master Plan Update, the amounts of \$6,502, \$7,585 and \$5,418 prior to recordation of the Large Lot Tentative Map.

3.5.17 City-County Fee. Developer acknowledges that City and Placer County are considering adoption of a funding mechanism for improving certain roads in the vicinity of the WRSP, including Baseline Road, Walerga Road and Fiddymont Road. Developer consents and agrees that the Property shall participate, to the extent of its fair share, in a city-wide funding mechanism for such road improvement.

3.5.18 Park and Ride Lots. Twenty (20) park and ride spaces shall be provided on Parcels F-31, F-34 and F-54 as shown in **Exhibit "Q"** attached hereto. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by City's Zoning Code. If necessary in order to minimize impacts to existing oak trees, Developer may spread or reallocate park and ride parking space locations between parcel F-31 and parcel F-30. Developer and City acknowledge that the area proposed for retail uses may be required to be reduced in order to minimize tree impacts and to meet parking requirements as well as park and ride obligations. To the extent that Developer constructs any of the required park and ride spaces on F-54 and provided the cost of constructing such park and ride spaces is included in the park site F-54 cost estimate, Developer shall be entitled to reimbursement by City for the cost of constructing the park and ride spaces limited to costs allocated to such construction in Developer's cost estimate included in the Parks Financing Plan. If constructed by Developer, Developer shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is

located. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm, except at Regional Park F-54, where park hours of operation are subject to regulation by the Parks and Recreation Department.

3.5.19 Fee Credits/Reimbursement for Construction of CIP Improvements.

Developer shall be entitled to credits against or reimbursement from City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement.

3.5.20 Sun City Traffic Improvements. In the event that City's Public Works Director determines that the traffic volume on Del Webb Boulevard has become worse than level of service (LOS) B, then City will meet with the Sun City Homeowners Association to discuss potential operational improvements for use in the event that the traffic volume degrades to worse than LOS C. Payment of the sum required under Section 3.25. shall satisfy any and all obligations of Developer under this Section.

3.5.21 Fiddymment Road Widening. Developer and Placer Investors shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four-lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of development of the Property.

3.6 Sewer Facilities. Developer shall construct on-site and off-site facilities to the sewer system as described in this Section, the Phasing Plan, and as shown in **Exhibit "S"**, attached hereto. Developer shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on **Exhibit "S"**, Developer shall have no obligations to install or pay for the installation of any off-site treatment or transmission facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Master Wastewater Plan. Developer shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Timing and sizing for the construction of such facilities shall be consistent with the Infrastructure Phasing and Reimbursement Schedule, **Exhibit "OO,"** and **Exhibit "S"**.

Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to sewer improvements that are not located within roadways. All weather access ramps and approaches shall be provided as necessary for the facilities shown on **Exhibit "S"**.

**3.6.2 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. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.

**3.6.3 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. All manholes shall be made watertight during construction. Developer shall maintain access for City sewer maintenance vehicles to all existing manholes in the Specific Plan. Where feasible, maintenance roads shall be combined with bikeways.

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

**3.6.5 Access to Pleasant Grove Wastewater Treatment Plant.** Developer shall maintain continuous and uninterrupted access to the Treatment Plant during the Project, including during the construction called for in this Section 3.6.5. Access to the southeast gate of the Treatment Plant shall be available from Phillip Road. In Phase 1, Developer shall construct a tee intersection at the entrance to the Treatment Plant on Phillip Road, as shown in **Exhibit "T"**. Access to the northwest gate of the Treatment Plant property shall be available from existing Phillip Road. Continuous and uninterrupted access shall be available from the Treatment Plant to the effluent junction structure and to the outfall structure.

**3.6.6 Oversizing of Wastewater Facilities - Reimbursement.** Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.6 and Section 4.2 of this Agreement are listed in **Exhibit "OO"**.

The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.

3.6.7 Coordination with Construction by Placer County. Placer County has expressed interest in coordinating with City and Developer on the future construction of wastewater conveyance facilities (including but not limited to, pipes) by the County or others within the Fiddyment Road right-of-way. The approximate location of the proposed wastewater conveyance facilities is shown in **Exhibit "V"**. In order to facilitate such cooperation with the County, Developer shall, prior to the commencement of construction of improvements to Fiddyment Road, provide a construction schedule for the improvements to the County Public Works Department. Thereafter, to the extent that coordination with the County can be accomplished without additional cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with the County in the construction of such wastewater conveyance facilities.

3.6.8 Construction Within Blue Oaks Boulevard. City has an interest in constructing wastewater outfall facilities under and crossing the future alignment of Blue Oaks Boulevard. City has requested and Developer has agreed to construct such facility crossing at the time of construction of the subject segment of Blue Oaks Boulevard subject to immediate reimbursement by City to Developer. Reimbursement shall include engineering and design and construction costs associated with the facility.

### 3.7 Water Supply.

3.7.1 Contract with San Juan Water District. City has acquired from San Juan Water District rights to 3,200 acre feet of potable water annually for purposes of augmenting City water supplies. Developer and Placer Investors shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO.

City and Developer agree that the payment to City as required pursuant to this Section 3.7.1 shall be reimbursed from the first phase of CFD bonds issued for the Project.

3.7.2 Financing of Water Supply. Developer shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances and this Agreement.

3.7.3 Contribution to Water Meter Retrofit Program. In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing City residents, Developer shall pay to City, at the time of building permit, the sum of \$115.00 per dwelling unit equivalent (DUE), inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI). Should such index no longer exist the Director of Environmental Utilities shall select a similar index which in his opinion fairly estimates the inflation factor applicable to construction.

3.7.4 Reserved.

3.7.5 Groundwater Wells. Developer shall dedicate to City Parcel F-66 in Phase 1 and Parcel F-67 in Phase 2 and shall construct two (2) groundwater wells at the approximate locations shown on **Exhibit "W"** and prepare the wells according to industry standards subject to approval by the Environmental Utilities Director. Exact locations of wells and well sites and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The wells shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the wells upon the earlier of the need for each well to provide water services to the Project, or prior to residential construction and concurrent with construction of adjacent roadways. City shall be responsible for construction of the above ground portions of the groundwater well facilities (site improvements and pumping facilities).

3.7.6 Water Conservation Measures. Developer and its successors shall implement a water conservation program. The program shall include compliance with the City's Water Efficient Landscape Ordinance. Such water conservation measures shall be disclosed to each purchaser of real property within the Property.

3.7.7 Instant Hot Water Feature. Every residential unit within the Project shall include a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.

3.8 Water System Improvements.

3.8.1 Water Study. Developer has prepared a Water Study for on-site water facilities and prepared general design of the water system as shown in **Exhibit "X"**, that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing and Reimbursement Schedule, "**Exhibit "OO"**".

3.8.2 On-site Water Facilities. Developer shall construct on-site water system facilities as shown on **Exhibit "X"** and further described in the Phasing Plan. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to the City's then current Improvement Standards and subject

to City plan review, construction inspection and final approval and Developer's payment of City's then current costs or fees for plan check, mapping and inspection. Developer will not be responsible for construction of potable water reservoirs and pump station except through the payment of City water connection fee and special benefit fees as may be applicable or otherwise required herein.

**3.8.3 Off-site Water Facilities.** Developer shall construct off-site water system facilities as shown on **Exhibit "X"** and further described in the Phasing Plan. All such facilities shall be subject to City plan review, mapping, construction inspection and final approval, and Developer's payment of City's then current costs or fees therefor.

**3.8.4 Oversizing of Water Facilities - Reimbursement.** Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.4 and Section 4.2 of this Agreement are shown in **Exhibit "Y"** and listed in **Exhibit "OO"**.

The timing for the payment of any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.

**3.8.5 Water System Sequencing.** Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement, and as generally shown on **Exhibit "X"**. Extensions into the Parcels will be completed with development of each Parcel. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

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

**3.8.7 Water Softeners.** As part of its development of the Project, Developer and its successors and assigns shall not provide water stubouts for the installation of water softeners.

**3.8.8 Disclosure to Buyers.** Developer shall disclose to all residential and non-residential buyers that the Property will be served by both surface water and

groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure, Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall conform to City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.

3.8.9 Coordination with Construction by PCWA. PCWA has expressed interest in coordinating with City and Developer the future construction by PCWA or others of water conveyance facilities (including, but not limited to, a large diameter water line) within the Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with PCWA in the construction of such water conveyance facilities.

3.9 Recycled Water Facilities. Developer shall construct recycled water facilities as provided in this Section, the Phasing Plan, and as shown in **Exhibit "Z"**, attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses, with the exception of the community garden on parcel F-83 (described in Section 3.12.9 which will be served by potable water). Developer shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in **Exhibit "Z"**. The timing for construction of such facilities is set forth in **Exhibit "OO."**

All recycled water system facilities including storage tanks, pump station, transmission, distribution and public and private irrigation systems 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 and payment of all applicable fees for plan review, mapping and inspection of such improvements.

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

3.9.2 Oversizing of Recycled Water Facilities - Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and

other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.5 and Section 4.2 of this Agreement are shown in **Exhibit "AA"** and listed in **Exhibit "OO"**.

Any such reimbursement shall be paid upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first small lot subdivision map serving the development by such third party.

**3.9.3 Recycled Water Engineering Report.** Jointly with Placer Investors, Developer shall prepare City's Engineer's Report for submittal to and review by the State Regional Water Quality Control Board and Department of Health Services documenting the use of recycled water in the WRSP. Prior to submittal to the State Water Quality Control Board, Developer shall obtain approval of the City Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the City Engineer's Report has received all required State approvals.

**3.9.4 Recycled Water Use Disclosure to Buyers.** Developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for the Property.

**3.10 Drainage Facilities.** Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the City's Improvement Standards, Stormwater Management Program, the Placer County Storm Water Management Manual (for detention facilities) and the 404 Permit O&M Plan (for open space preserves). In general, drainage facilities shall be constructed concurrent with roadway improvements. Prior to approval of any improvement plans for the construction of storm drain facilities, a master drainage plan shall be prepared and approved by the City Engineer for each shed area. Developer shall provide drainage improvements as provided in this Section, the Phasing Plan and as shown in **Exhibit "BB"**, attached hereto and made a part hereof.

**3.10.1 Other Agency Approval.** Prior to issuance of any building permit or grading permit, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game.

Developer 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 City, concurrently with construction of any improvements. Developer 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 on the Property.

3.10.2 Storm Drains. Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan 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, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Developer may use "cast in place" pipe for storm drains which are 24" in diameter or larger. Storm drainage system designs shall include applicable Best Management Practices with the goal of reducing pollutants from entering receiving waters in accordance with the City's Stormwater Management Program and avoid other isolated wetlands in accordance with the 404 Permit and O&M plan.

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Developer shall grant in fee to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the 100-year floodplain as shown in **Exhibit "CC"** and the Specific Plan.

3.10.4 Drainage Easements. Where drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer 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.

3.11 Electric. Developer shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in **Exhibit "DD"** attached hereto.

3.11.1 Electric Facilities. Concurrently with the construction of the adjacent roadways, Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director. City and Developer agree that Developer shall construct or finance construction of on-site 12kv electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Final on-site electric utility improvements including streetlights, will be designed upon receipt of approval and adopted improvement plans for the applicable Specific Plan roadways. To the extent that Developer constructs or installs electric distribution facilities serving areas outside the Property, Developer shall have the right to receive reimbursement from third parties whose property is benefited by such construction or installation. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction and installation.

3.11.2 Streetlights. Concurrent with the construction of the adjacent roadways, Developer 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 Specific Plan and applicable requirements of the Electric Department. Developer agrees that the street lights within the Property shall be installed consistent with the City-approved roadway lighting standards to include decorative street lights approved by the City and as shown in the WRSP Design Guidelines.

3.11.3 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 by the State of California in Title 24 of the Code of California Regulations and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested.

All two-story homes shall have a zoned HVAC system with two units and two thermostats or one unit and two thermostats that will control the upstairs and downstairs independently. These requirements may be utilized in the overall energy compliance calculations required for the issuance of a building permit.

3.11.4 Electric Substation Site. Developer shall dedicate an electric substation site (F-65) of approximately 1.2 buildable acres, net of easements, wetlands, riparian corridors and required setbacks, at the location shown on **Exhibit "DD"** on which City shall construct the substation. The timing for such dedication shall be prior to issuance of the first residential building permit. This parcel shall not be encumbered by any easements, except as approved by the Electric Utility Director. Developer shall rough grade to accommodate electrical substation construction and construct public services to the site. The electric substation site (Parcel F-65) shall be dedicated in fee, free and clear of all wetlands.

3.11.5 60kV Disclosure. Developer shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 60kV easement area shown on **Exhibit "EE"** that the City may utilize the public utility easements along the west side of Fiddymont Road and north side of Blue Oaks Boulevard to construct 60kV overhead electric lines.

3.11.6 Coordination with Construction by City. To the extent feasible so as not to delay Developer's project construction schedule or result in additional cost to Developer, Developer shall coordinate and cooperate with City for future construction of underground infrastructure and externalities (including, but not limited to, joint trench, gas and transmission lines.) associated with the City's proposed Roseville Energy Park.

3.12 Parks and Open Space. Developer shall dedicate to City certain active park lands (195.2 acres) and open space lands (341.3 acres), pay fees for construction of park improvements and trail improvements and construct park frontage

improvements as set forth in this Section and the Phasing Plan and as shown in **Exhibit "FF"**, attached hereto.

3.12.1 Park and Open Space Dedications. Developer shall dedicate a total of 195.2 acres of park land, 6.1 acres of open space paseo and 335.2 acres of open space to the City. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below and shown on **Exhibit "FF"**:

1. A 7.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel F-50;
2. A 8.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-51;
3. A 5.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-52;
4. A 6.0-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-53;
5. A 91-acre, more or less, portion of the Property for the purpose of Fiddymment Park, a public park, as shown as Parcel F-54;
6. A 29.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-55;
7. A 45.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-56;
8. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90;
9. A 0.9-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91;
10. A 3.0-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92;
11. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93;
12. A 132.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a future bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-80;

13. A 54.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, including a bike trail and fuel modification (i.e., firebreaks) community garden and parking lot, as shown as Parcel F-83;
14. A 81.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-84;
15. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-85;
16. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-86;
17. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-87;
18. A 16.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-88; and
19. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-89.

Upon request of City, Developer shall dedicate any parklands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.

**3.12.2 Existing Residences within Property.** Three (3) occupied residences exist on the Property today and are shown as Residences A, B and C in **Exhibit "O"** attached hereto. Residence "A," will remain on the Regional Sports Park property for utilization by the City for non-residential purposes. Residence "C" shown on **Exhibit "O"** will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "B" shown in **Exhibit "O"** shall remain in its current location as part of the Project.

Developer shall deliver to City all residences "A" and "C," together with all outbuildings, appurtenances and grounds, in good and tenantable condition at least as

good as the condition in which such residences, etc., exist as of the date of this Agreement. To that end, Developer may encourage continued lawful occupancy of the residences subject to compliance with any applicable rental agreement. Any such applicable rental agreement shall include, to the extent allowed by law, a waiver by the tenant of any right or claim to relocation assistance. City reserves the right to either approve and allow continued occupancy or require vacation of any of the residences prior to acceptance of dedication. Notwithstanding the foregoing, Developer shall reimburse City for any and all relocation assistance or benefits that City may be required to provide to any occupant of the property.

3.12.3 Financing for Parks. The construction of improvements to parks within the Property shall be financed from the payment by Developer of the city-wide and neighborhood park fees established for the Specific Plan and in the West Roseville Specific Plan Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan", attached as **Exhibit "GG."**

In the event that areas to the south, west or north of the WRSP are approved for development, City shall take all reasonable measures within its authority to subject such areas to fees or assessments reflecting the extent to which such development is served by WRSP park facilities.

3.12.4 Neighborhood Park Fee. Upon the issuance of each residential building permit within the Project, Developer shall pay a neighborhood park fee to fund neighborhood park construction. Such neighborhood park fee shall be \$2,156 per single-family residential unit and \$1,528 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index).

The Neighborhood Park Fee, as calculated herein, is figured on 95% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the WRSP. The 5% reduction in units shall protect the City in the event that Developer under builds the number of units assigned to large lot parcels as a result of Density Transfers consistent with Section 2.3 of this Agreement. City may conduct an annual re-assessment of park fees and adjust fee upward if underutilization of entitled dwelling units exceeds the initial 5%.

At the end of each development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the WRSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion for the last neighborhood park for the WRSP, refund to Developer any remainder fees.

3.12.4.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites and the Community Garden, Developer shall construct the frontage improvements (excluding landscaping and sidewalks) and stub utilities for the park site and community garden, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for under the Parks Financing Plan. Developer shall not be entitled to any reimbursement for the cost of such improvements.

3.12.5 City-Wide Park Fee. Upon the issuance of each residential building permit within the Project, Developer shall pay a city-wide park fee to fund the construction of city-wide park facilities within the Property. Such city-wide park fee shall be \$1,776 per single-family residential unit within the Property and \$1,776 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. Park fees will fund construction of two city-wide parks on the Property (Parcels F-54, F-55 and F-56).

3.12.5.1 City-Wide Park Frontage Improvements. Frontage improvements for city-wide parks shall be included within the fee established by the City for city-wide parks. Developer shall construct city-wide park frontage improvements at the time adjacent roadways are constructed and shall be entitled to a credit against the city-wide park fee for the cost of such frontage improvements in the amount of \$46 per unit.

3.12.6 Paseo Facilities Provided by Developer. Paseos shall consist of Class I bike trail, and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows:

- a. Paseo F-90 shall be constructed with residential Parcel F-8;
- b. Paseo F-91 shall be constructed with residential Parcel F-7;
- c. Paseo F-92 shall be constructed with residential Parcel F-11; and
- d. Paseo F-93 shall be constructed with residential Parcel F-12.

3.12.7 Bike Trail Fee. Upon the issuance of each residential building permit within the Project, Developer shall pay a bike trail fee to fund bike trail construction within the Property. Such bike trail fee shall be \$529 per single-family residential unit and \$375 per multi-family residential unit, subject to annual adjustment on July 1, based on the percentage change in the CCI.

At the request of the City and provided that sufficient funds are available, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee for the actual cost of constructing the adjacent bike trail improvements, but not to

exceed the costs specified in the Parks Financing Plan, as and when such funds become available.

**3.12.7.1 Construction and Timing of Bikeway Improvements.**

Bikeways shall be constructed as shown on **Exhibit "HH"** and the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements and bikeway undercrossings at bridges shall be constructed with bridge improvements. Bikeways within park sites shall be constructed with development of the park sites. All other bike trails shall be the responsibility of the City, unless City requests that Developer construct said bike trail improvements or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.7.

**3.12.7.2 Off-Site Bikeway Connections.**

Developer shall construct off-site Class I bikeways along Pleasant Grove Creek from the eastern edge of the Property to the existing bikeway in Veteran's Park, east of the Property and west of Parcel F-85 south to the city-wide park (F-55), as shown on **Exhibit "II"** and in the Phasing Plan. Such bikeway improvements shall be part of a trail fee. Developer shall therefore be entitled to a credit against the trail fee for the cost of construction of the off-site bikeway connections.

**3.12.8 Entire Park Land Obligation.**

The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Developer's General Plan park obligations for the dedication and improvement of neighborhood/community and city-wide parks and open space related to development of the Property.

**3.12.9 Pocket Parks.**

Developer shall develop at least five, but no more than nine neighborhood pocket parks ("Pocket Parks") within single-family residential subdivisions, as shown on **Exhibit "JJ"**. Pocket Parks shall be located on Parcels F-94, F-95, F-96, F-97, F-98, F-99, F-100. Pocket Parks shall be constructed as part of subdivision construction. Any designated Pocket Park site that is not developed as a Pocket Park shall retain a land use designation for low-density residential uses. Any additional Pocket Park site that is not presently identified for Pocket Park use shall be subject to obtaining all necessary land use approvals.

**3.12.9.1**

Developer shall construct each Pocket Park to City's Parks Construction standards.

**3.12.9.2**

The Pocket Park sites shall be subject to City's standard requirement for "Primary Residential Roads" to front all park sites and roads shall be designed and constructed so as to accommodate full turning movements of all emergency vehicles. Additionally, curbs may be required to be painted red for prohibition of parking adjacent to the curbs.

3.12.9.3 Developer shall offer the Pocket Parks for dedication to the City with each final map containing a Pocket Park.

3.12.9.4 Each Pocket Park shall be improved concurrently with the subdivision improvements surrounding the Pocket Park. Upon notice from Developer at completion of the improvements, the City shall inspect the improvements to the park and provide Developer with a punch list of items requiring repair or correction. When Developer has satisfactorily completed City's punch list, City will acknowledge completion of the Pocket Park improvements ("Acknowledgment of Improvements") to Developer as an indication that the Pocket Park has been completed consistent with the design and according to City standards.

3.12.9.5 Continuously throughout the marketing period for the residential lots shown on the same final subdivision map as the Pocket Park, Developer shall maintain each Pocket Park at Developer's sole cost.

3.12.9.6 Prior to the first close of escrow for a residential lot on the final subdivision map, Developer shall do all of the following:

(a) Developer shall record a declaration of Covenants, Conditions and Restrictions ("Declaration") against all residential lots on the final subdivision map, creating a dormant homeowners association which will comply with all the requirements of a homeowners association as set forth in this Section 3.12.8.

(b) Pursuant to Section 3.20 of this Agreement, Developer consents to and agrees to cooperate in establishing a community facilities district for maintenance ("Maintenance CFD") to cover the costs of maintaining certain facilities. Developer shall provide that the purpose and operation of the Maintenance CFD shall include maintenance of the Pocket Parks during public ownership of the Pocket Parks. The division into zones of benefit of the property subject to the Maintenance CFD under Section 3.20.1.2. shall include creation of zone of benefit relating to the Pocket Parks.

(c) For subsequent subdivision maps, Developer shall record a Declaration of Annexation which makes the lots in each subsequent subdivision map subject to the Declaration.

3.12.9.7 Not less than sixty (60) days prior to the close of escrow for the retail sale of the last unit of a final map area including a Pocket Park, Developer shall give written notice of the expected close of escrow to City's Director of Parks, Recreation and Libraries. Not less than thirty (30) days prior to the close of escrow for such unit, the Developer and City shall jointly inspect the Pocket Park improvements ("Final Pocket Park Inspection") to review the condition of the Pocket Park improvements. City shall prepare a punch list containing items that will require repair or maintenance prior to City's acceptance of title to the Pocket Park from Developer. The Final Pocket Park Inspection punch list shall contain items directly related to maintenance and repair and shall not contain items that represent changes in City standards subsequent to the date of the Acknowledgment of Improvements. Punch list items shall not include replacement of items solely due to normal wear and tear.

3.12.9.8 Upon completion of each Final Pocket Park Inspection and satisfactory completion of the punch list items, Developer shall offer and City shall



1. A 130.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a bike trail shown as Parcel F-80;
2. A 55.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, community garden, bike trail and parking lot, as shown as Parcel F-83;
3. A 80.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel F-84;
4. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-85;
5. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-86;
6. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-87;
7. A 16.6 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-88; and
8. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail shown as Parcel F-89.

3.12.11.1 Conveyance of Open Space Preserve Areas. Upon the satisfaction by Developer of all conditions of the 404 Permit, completion and acceptance by the City and involved regulatory agencies of any corresponding Operations and Management Plan ("O&M Plan") related thereto and the expiration of any required monitoring/reporting period that may be required to demonstrate compliance with any on site habitat creation which is part of compensatory mitigation under the 404 permit associated therewith, and subject to the formation of the Maintenance CFD as described in Section 3.20, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas shown in **Exhibit "LL"**.

3.12.11.2 Open Space Frontage Improvements. Within parcels designated Open Space (F-83 and F-89) Developer shall construct Frontage improvements including sidewalk but excluding landscaping. Within parcels designated Open Space (F-80, F-84, F-85, F-86, F-87, and F-88), Developer shall construct

Frontage Improvements including sidewalk and landscaping as outlined in the Design Guidelines.

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

3.14 Fire Station Site. Developer shall dedicate to City a 3.1-acre site (F-73) for use as a fire station at the location in the Specific Plan and shown in **Exhibit "MM"** attached hereto. The timing for such dedication shall be prior to issuance of the first residential building permit within the Project. Prior to acceptance of the fire station site by City, Developer shall rough grade to accommodate fire station construction, and construct public services to the site.

3.15 Miscellaneous Public Facilities and Services.

3.15.1 Fire Tax. Developer or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit as set forth at Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended by City or otherwise discontinued Developer or its successors shall continue, through Project buildout, to pay a fee at issuance of building permit equal in amount to the discontinued Fire Service Construction Tax. Developer hereby consents to and waives any objection to the imposition of such substitute fee.

3.15.2 Placer County Capital Facilities Fee. In consideration of the annexation of the Property to City, Developer shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Developer shall pay such fee in the amount previously assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.15.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845.

**3.15.4 General Fund Contribution.** As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will produce a positive net fiscal impact on the City, Developer shall pay a General Fund Contribution as follows: At the time of obtaining each residential building permit for the Project, Developer shall pay a General Fund Contribution of \$1,060 for each low density and medium density unit, and \$700 for each high density unit.

**3.15.5 Liens, Encumbrances, Covenants, Conditions and Restrictions.** Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense. In addition, the minimum required usable area of the electric substation site (Parcel F-65) shall be dedicated in fee, free and clear of all wetlands, riparian corridor and required setbacks.

**3.15.6 Signage for Future Public Facilities.** Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: recycled water tank site, fire station site (F-73), electric substation site (F-65), well sites (F-66 and F-67), park sites (F-50, F-51, F-52, F-53, F-54, F-55, F-56) and school sites (F-70, F-71, F-72), per City specifications and applicable sign permits.

**3.15.7 Library Facilities.** Developer agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current city-wide Public Facilities Fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.

**3.15.8 Orthophotography of Site.** Developer agrees to participate with Placer Investors and pay its fair share of cost of orthophotography of the WRSP site for which City estimates the total cost for the WRSP site to be approximately \$26,760. Payment shall be due within ten (10) days after the first large lot map approval for the WRSP.

**3.15.9 Refuse and Green Waste Bins.** Developer agrees to pay City \$170 (subject to any City-wide increase for this charge) per single-family residential unit for one (1) 90 gallon automated refuse container and one (1) automated green waste container disposal bin at issuance of building permit.

**3.15.10 Construction Waste.** Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction waste materials or that all construction waste be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable materials will be removed. Developer shall require that contractors and subcontractors annually

submit records of waste diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.

3.15.11 Air Quality Program. In lieu of each individual project implementing its own off-site mitigation program, the WRSP shall contribute the total sum of \$758,700 to implement an off-site mitigation program to mitigate air quality impacts by offsetting long-term operational ozone precursor emissions. The City shall enter into an agreement with Placer County Air Pollution Control District (PCAPCD) to coordinate the program, and to collect and disburse the funds contributed pursuant to this section. Funds shall be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA-certified wood stoves, transit vehicle conversions, and retrofitting vehicles with cleaner-burning alternative fuels. Contribution of funds pursuant to this section shall be by payment of a fee upon the issuance of each building permit in amounts to be established by City prior to issuance of the first building permit in the WRSP, averaging \$90.84 per dwelling-unit equivalent.

3.15.12 Traffic Signal Coordination Fee. As partial consideration for this Agreement and to offset certain anticipated traffic impacts, Developer shall pay a Traffic Signal Coordination Fee to coordinate traffic signals for improved traffic operations in the City. The fee shall be paid upon issuance of each building permit, in the amount of one hundred dollars (\$100) per dwelling unit equivalent. For purposes of this section, the total dwelling unit equivalents shall be 10,323, consistent with the calculation for traffic impact fees (and not the same as for public facilities impacts).

3.16 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the Plan EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the Specific Plan EIR as being a responsibility of Developer.

3.17 Waiver. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by 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.

### 3.18 Community Facilities District - Project Infrastructure.

3.18.1 Formation. Developer and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the WRSP ("Project CFD"). The improvements and facilities that may be constructed and/or acquired with Project CFD funds are listed in **Exhibit "OO."** Formation of the Project CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Portions of the Property within the boundaries of and subject to the Project CFD are shown in **Exhibit "NN"**. Developer shall be allocated Developer's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the WRSP.

3.18.1.1 Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

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

3.18.1.3 Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.

### 3.18.2 Effect of CFD Financing on Credits and Reimbursements.

Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds.

3.19 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 some 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 Public Works Director 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 Public Works Director.

All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer 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 Director.

### 3.20 Community Facilities District - Maintenance.

#### 3.20.1 Formation.

3.20.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Maintenance CFD has been formed to include the Property ("Maintenance CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consents hereby to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Maintenance CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Maintenance CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing mechanism.

3.20.1.2 Zones of Benefit. The Maintenance CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary.

3.20.2 Obligations. The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations.

3.20.2.1 Autumn leaf cleanup for collector and local streets;

3.20.2.2 Maintain park improvements for the neighborhood park sites;

3.20.2.3 Maintain paseos, medians, and landscape corridors along roadways within the Project, and including the median on Fiddymment Road from

Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymment Road to the eastern boundary of the Project;

3.20.2.4 Maintain Pocket Parks;

3.20.2.5 Maintain bikeways located within Open Space Preserves outside of parks and paseos;

3.20.2.6 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

3.20.2.7 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan for the Project;

3.20.2.8 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plan. City may, at its election, create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas with funding provided by the Maintenance CFD;

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

3.20.2.10 Maintain flood control facilities including detention basins;

3.20.2.11 Maintain open space areas including general maintenance, signage maintenance and trash and debris collection;

3.20.2.12 Maintain creeks for flood flows and provide debris collection;

3.20.2.13 Maintain fire breaks within open space areas;

3.20.2.14 Maintain the community garden and associated facilities including parking lot;

3.20.2.15 Maintain bus shelters, bus stops and bus signs; and

3.20.2.16 Maintain a Replacement Reserve Fund for repair and replacement of entry features, sound walls, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas maintained by the Maintenance CFD, as indicated in the Design Guidelines.

3.20.3 Public Parcel Exclusion. Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the

Maintenance CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Maintenance CFD.

### 3.21 Community Facilities District – Services.

#### 3.21.1 Formation.

3.21.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Services CFD has been formed to include the Property ("Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.21.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the assessment shall be \$285 per dwelling unit equivalent.

3.21.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.

3.21.2 Obligations. The Services CFD shall provide the funds required to offset the WRSP's impact on City general fund resources available to pay for municipal services citywide, including the WRSP. The funds shall be utilized for general fund purposes. A portion of the funds, in the annual amount of \$13.35 per dwelling unit equivalent, shall be allocated and utilized as an ongoing transit subsidy.

3.21.3 Public Parcel Exclusion. Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Services CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Services CFD.

### 3.22 Community Facilities District – Stormwater Management.

#### 3.22.1 Formation.

3.22.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Stormwater Management CFD has been formed to include the Property ("Stormwater Management CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for Stormwater Management purposes and consents hereby to the levy of such special taxes as are necessary to fund the obligations described in Section 3.22.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Stormwater Management CFD will provide a "special benefit" to the Property as

defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the annual assessment shall be \$18 per dwelling unit.

3.22.1.2 Zones of Benefit. The Stormwater Management CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary.

3.22.2 Obligations. The Stormwater Management CFD shall provide the funds required for conducting, managing and financing the WRSP's portion of the City's Stormwater Management Program as required by the EIR for mitigation.

3.22.3 Public Parcel Exclusion. Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Stormwater Management CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Stormwater Management CFD.

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

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

1. Designation of Fiddymont Road and Blue Oaks Boulevard as truck routes.
2. Designation of Phillip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Phillip Road and Blue Oaks Boulevard are connected.
3. The existence of a Development Agreement on the Property.
4. The Project will be served by surface water supplies and, in emergency and drought conditions, by groundwater supplies.
5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
6. Requirement to implement water conservation measures.

7. Public utility easements may be used to construct 60kV overhead electric lines along the west side of Fiddymment Road and on the north side of Blue Oaks Boulevard.
8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park.
9. Requirement for fifty percent (50%) reduction in construction waste stream.
10. Location of the Pleasant Grove WWTP and associated facilities.
11. Location of the proposed Roseville Energy Park.
12. Location of Regional Soccer Complex.
13. Location of schools and parks within one mile.
14. Location of proposed off-leash dog park on Parcel F-54.
15. Parcels adjacent to Open Space may have a public bike trail adjacent to residential lots.
16. Potential for proposed Placer Parkway within WRSP boundaries.
17. Proposed location of a retention basin on the Reason Farms property.
18. Location of well sites and water storage facilities.
19. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
20. Location of Pleasant Grove WWTP outfall.
21. Location of recycled water tank site and pumping station facilities.
22. Location of solid waste recycling center.
23. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned not by the City, but by the adjacent property owner, who is responsible for their maintenance, repair and replacement.

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

3.25 Sun City Homeowners Associated Contribution. Prior to issuance of the first building permit in the WRSP, Developer and Placer Investors shall deposit with City the sum of \$150,000 for use by the Sun City Homeowners Association (HOA) as hereafter provided. The purpose for the funds is to pay for Specific Improvement projects that may be requested by the HOA and which relate to Sun City and the development of the WRSP. Projects may include, but are not limited to, landscape improvements, sound walls, or traffic improvements to Del Webb Boulevard. Any roadway improvements or traffic control devices proposed by the HOA would be subject to City's review, approval and determination that the proposed improvements are warranted, based on then current City and State of California standards, and that the proposed improvements would not cause or exacerbate safety issues.

#### **ARTICLE 4. CITY OBLIGATIONS**

4.1 City Cooperation. City agrees to cooperate with Developer in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event state or federal laws or regulations enacted after this Agreement, or action of any governmental jurisdiction, would 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 or permitted to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Credits and Reimbursements. Developer may, pursuant to this Agreement, finance construction of certain improvements, including but not limited to roadways, sewer, water, recycled water, park, drainage and/or electrical facilities which would otherwise be paid for by the City or other parties and which serve and benefit other properties or which would be financed by existing or future City fees. City and Developer agree that, in consideration of the financing of such improvements by Developer, and upon City's acceptance of such improvements, Developer shall be entitled to credits and reimbursement as follows:

4.2.1 City Extension of Credits. To the extent Developer advances the cost for the construction of infrastructure included within existing, or to be included in future, City fee programs, City shall grant to Developer a credit for such costs applied against their respective fee obligations for the Project.

4.2.2 Reimbursement by Third Parties. In the case of sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized to benefit property owned by third persons, Developer shall be entitled to

receive a reimbursement from the benefited property owner(s) (and not the City) for the pro-rata cost of the improvements which exceed Developer'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. **Exhibit "OO"** contains a list of improvements subject to reimbursement to Developer from benefited property owners for improvements that exceed Developer's obligations.

City shall use its best efforts, to the extent City has the authority to do so, to impose the foregoing 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 the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first small lot subdivision map serving the development by such third party.

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Developer by the City, to be reimbursed to Developer by a third party, or to be paid by Developer 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, construction, environmental mitigation requirements and plan check and inspection fees as actually incurred by Developer or such third party and confirmed by City for the reimbursable or credited work.

4.2.4 Reimbursable Planning and Environmental Costs. Jointly, with Placer Investors, Developer has paid the costs for the preparation of the City Feasibility Studies, other technical studies and the Specific Plan EIR. Such preparation has benefited property owned by third persons within the City/County MOU area. Developer is therefore entitled to receive reimbursement from such benefited property owners (and not the City) for the pro rata share of such benefited property owners. The pro rata share of each such benefited property owner shall be based on the acreage owned by the benefited property owner compared to the total acreage within the WRSP and the Remainder Area, as described in the EIR. The costs eligible for reimbursement shall be submitted to the City by Developer for City's review and approval. City shall use its best efforts to assist in obtaining reimbursement for Developer in the manner described in Section 4.2.2 of this Agreement.

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

4.2.6 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay any reimbursements to Developer 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 Developer from receiving, in consideration of the improvements to be constructed by Developer hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

#### 4.3 Applications for Permits and Entitlements.

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

4.3.2 Maps and Permits. Provided that the Project CFD has been formed, if applicable, and is duly authorized to levy the special tax therefor in accordance with Section 3.18 hereof, and further provided that the Maintenance CFD, Services CFD and Stormwater Management CFD have 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 3.18-3.22 hereof, and further provided that Developer 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 formation of the Project CFD, if applicable, and the submission of petitions to form the Maintenance CFD, Services CFD or Stormwater Management CFD, or annex the Property into the Maintenance CFD, Services CFD and Stormwater Management CFD as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the Parcels described by the Specific Plan for the Property.

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

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

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

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

4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Developer and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Entitlements and that any such resolution, ordinance, initiative or referendum shall not apply to the Entitlements and the Project. Developer 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 and applied on a uniform, City-wide basis and directly concerns a public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Developer and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-wide lack of adequate sewage treatment capacity to meet additional demand 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 or anywhere else in the City if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not be deemed to directly concern a public health or safety issue under the terms of this paragraph.

4.7 Subsequent Proposed Development. City and Developer acknowledge that the terms of this Agreement provide for substantial financial commitments by

Developer to ensure that the Project results in a net positive effect on the City and its residents. City agrees to use its best effort to assure that the development agreements in connection with any subsequent annexation and associated specific plan shall be subject to financial commitments of the same or greater magnitude as those made by Developer under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

4.8 Essence of Agreement. Sections 2, 3, 4, 5 and 6 are the essence of this Agreement.

## **ARTICLE 5. DEFAULT, REMEDIES, TERMINATION**

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

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

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

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



groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the WRSP Project. On a yearly basis during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands of the Project and sources of water for the Project. If the City determines that the actual demand and sources differ materially from the assumptions and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure that the water supply will meet the Project's demands. Development and implementation of such measures shall be at Developer's cost. Notwithstanding any other provision of this Agreement, including but not limited to sections 2.2, 2.4.3 and 4.6, the City shall have the right to impose any restrictions needed to assure that the further development of the Project will be consistent with the then current assessment of the available water supply. City restrictions may include, but shall not be limited to, additional conservation measures, water transfers, limitation on new tentative maps and permits and such other measures as the City deems necessary to assure a secure water supply for the Project as planned.

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

5.5 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 Developer 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 Developer 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 Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Provided, however, that the Developer, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

## **ARTICLE 6. HOLD HARMLESS AGREEMENT**

Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Developer 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, Developer 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 Developer, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Developer shall be limited to its interest in the Property and that neither Developer nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefor.

## **ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING**

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

## **ARTICLE 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.

## ARTICLE 9. GENERAL

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

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

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

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

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

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

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified

either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this Section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage or deed of trust, deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

## ARTICLE 10. NOTICES

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

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

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

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

Roseville Fiddymment Land Venture, LLC  
c/o Signature Properties  
1322 Blue Oaks Blvd., Suite 100  
Roseville, California 95678  
Attention: John Tallman

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

## SECTION 11. ASSIGNMENT

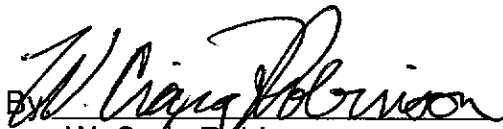
From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit "QQ"** and the conveyance of Developer's interest in the Property related thereto, Developer 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 "Developer", 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, inclusive of its Recitals and Exhibits, constitutes 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. 4048, adopted by the Council of the City of Roseville on the 23rd day of February, 2004.

CITY OF ROSEVILLE,  
a municipal corporation

By:   
W. Craig Robinson  
City Manager

ROSEVILLE FIDDYMENT LAND  
VENTURE, LLC, a Delaware limited liability  
company

By: Signature Properties, Inc., a California  
corporation, its Manager

By: \_\_\_\_\_  
James W. McKeehan  
Executive Vice President

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark J. Doane  
City Attorney

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Paul Richardson  
Planning Director

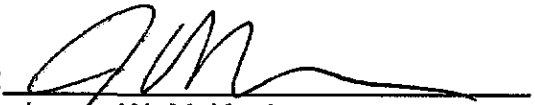
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4048, adopted by the Council of the City of Roseville on the 23rd day of February, 2004.

CITY OF ROSEVILLE,  
a municipal corporation


ROSEVILLE FIDDYMENT LAND  
VENTURE, LLC, a Delaware limited liability  
company

By:   
W. Craig Robinson  
City Manager

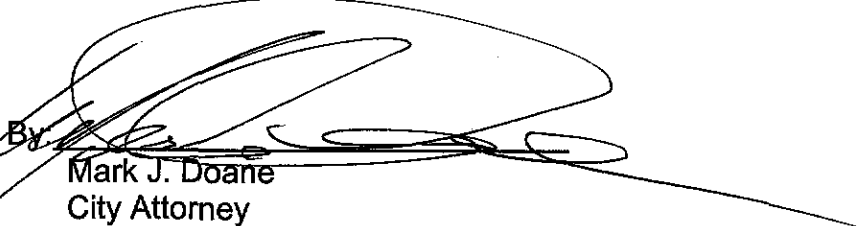
By: Signature Properties, Inc., a California  
corporation, its Manager

By:   
James W. McKeehan  
Executive Vice President

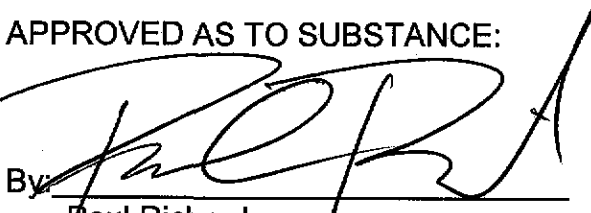
ATTEST:

By:   
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

By:   
Mark J. Doane  
City Attorney

APPROVED AS TO SUBSTANCE:

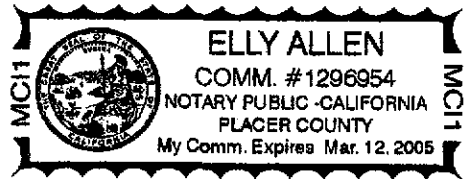
By:   
Paul Richardson  
Planning Director

STATE OF CALIFORNIA            )  
  : ss.  
COUNTY OF PLACER            )

On this 26<sup>th</sup> day of March in the year of 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Elly Allen*  
Notary Public in and for said State



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

Title or Type of Document: Development Agreement

Date of Document: March 29, 2004

Acknowledgment – All Purpose

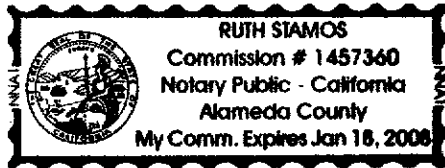
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of ALAMEDA } ss.

On FEBRUARY 20, 2004 before me, RUTH STAMOS, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared JAMES W. MCKEELAN  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Ruth Stamos  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: DEVELOPMENT AGREEMENT

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

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

**Capacity(ies) Claimed by Signer**

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

## LIST OF EXHIBITS

- Exhibit A Property Legal Description
- Exhibit B Property Map
- Exhibit C [RESERVED]
- Exhibit D Land Use Plan
- Exhibit E Affordable Housing Sites
- Exhibit F Phasing Plan
- Exhibit G Road Improvements
- Exhibit H Arterial Roadways
- Exhibit I Temporary Truck Route Serving Treatment Plant
- Exhibit J Collector Streets
- Exhibit K Phillip Road
- Exhibit L Traffic Signals
- Exhibit M Bridge Locations
- Exhibit N East West Collector Serving Property Owners to the West
- Exhibit O Access for Existing Residences
- Exhibit P Access to Residences within MOU Area
- Exhibit Q Park and Ride Lots
- Exhibit R [RESERVED]
- Exhibit S Sewer Facilities
- Exhibit T Access to Pleasant Grove Wastewater Treatment Plant
- Exhibit U Oversized Wastewater Facilities for Reimbursement
- Exhibit V Approximate Location of Proposed Placer County Sewer Line
- Exhibit W Location of Groundwater Wells
- Exhibit X Water Facilities
- Exhibit Y Oversized Water Facilities for Reimbursement



West Roseville Specific Plan  
Development Agreement Exhibits

West Roseville Development Company, Inc.  
(Signature)

**Exhibit A**  
**Property Legal Description**

The land referred to in this Report is situated in the County of Placer, in the unincorporated area, State of California, and is described as follows:

**PARCEL NO. 1:**

The South half of the Southwest quarter of Section 18, Township 11 North, Range 6 East, Mount Diablo Base and Meridian.

**NEW APN: 017-115-051**  
**017-115-062**

**PARCEL NO. 2:**

The North half of Lots 1 and 2 of the Northwest quarter of Section 19, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, according to the official plat thereof.

**EXCEPTING THEREFROM** that portion of the herein described land that was granted to the County of Placer by that certain deed recorded February 28, 1979, in book 2090, Page 147, Official Records.

**NEW APN: 017-115-061**

**PARCEL NO. 3:**

The West half of Section 18, Township 11 North, Range 6 East, M.D.M.

**EXCEPTING THEREFROM** the South half of the South half of the West half of said Section 18.

**ALSO EXCEPTING THEREFROM** any portion thereof included within the land conveyed to the County of Placer, by deed dated February 6, 1934 and recorded March 7, 1934, in Volume 304 of Official Records, page 268, Placer County Records.

**NEW APN: 017-115-001**  
**017-115-063**

**PARCEL NO. 4:**

West one-half (1/2) and Northeast one-quarter (1/4) of Section 13, Township 11 North, Range 5 East, M.D.B. &M.

APN: 017-100-009

PARCEL NO. 5:

The Southeast one-quarter (1/4) of Section 13, Township 11 North, Range 5 East, M.D.B.&M.

APN: 017-100-010

PARCEL NO. 6:

The North half of the North half of the West half and the North half of the North half of the West half of the East half of Section 24, Township 11 North, Range 5 East, M.D.M.

APN: 017-100-035

PARCEL NO. 7:

All that portion of Section 24, Township 11 North, Range 5 East, M.D.B.&M., described as follows:

The Southwest quarter and the West one-half of the Southeast quarter and the South one-half of the Northwest quarter, and the South one-half of the West one-half of the Northeast quarter of said Section 24.

APN: 017-100-034

PARCEL NO. 8:

The East one-half of the Northeast quarter of Section 24, Township 11 North, Range 5 East, M.D.B. &M.

APN: 017-100-036

PARCEL NO. 9:

The East half of the Southeast quarter of Section 24, Township 11 North, Range 5 East, MDB&M.

EXCEPTING THEREFROM that portion conveyed to County of Placer by Deed recorded November 19, 1981 in Book 2454 at Page 136, Official Records.

APN: 017-100-040

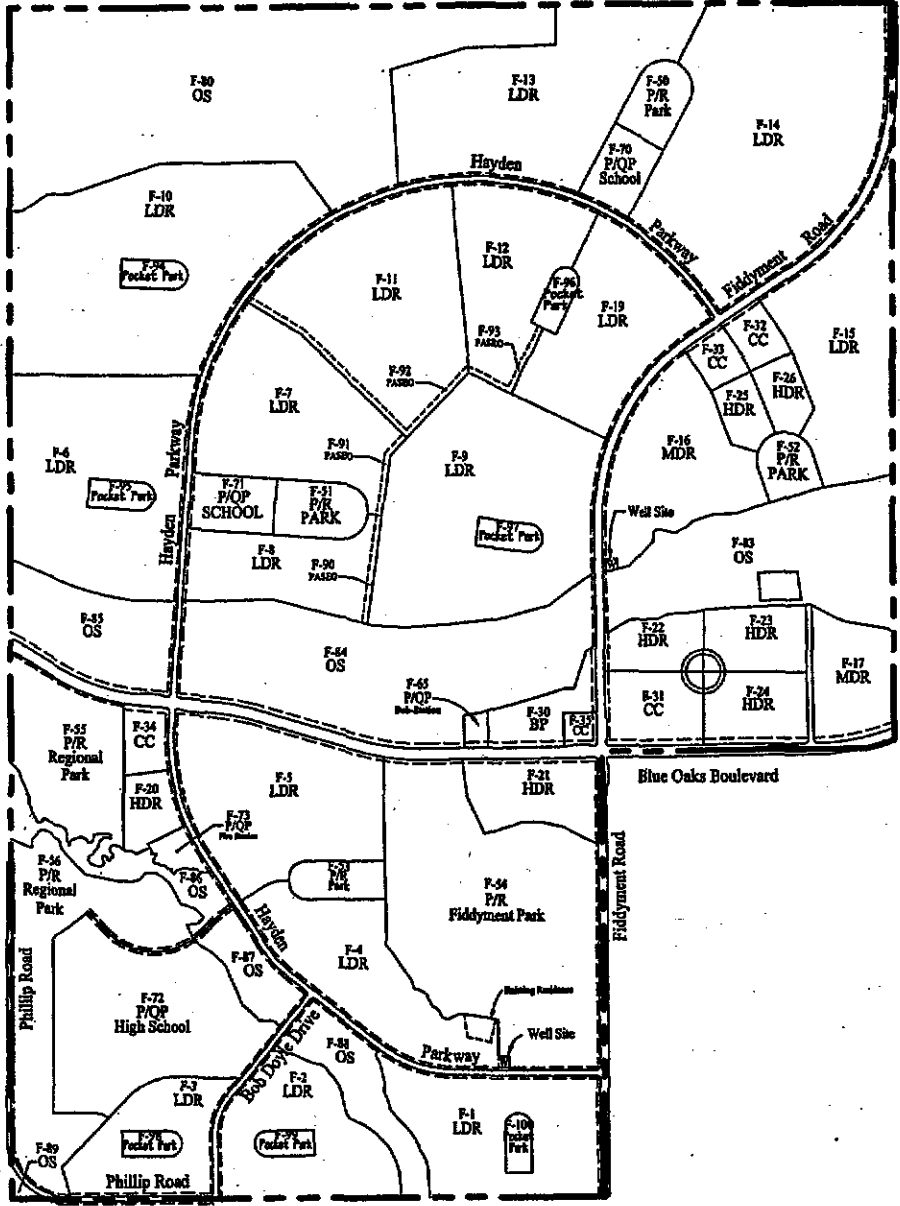


Exhibit C  
[Reserved]

U.S. GOVERNMENT PRINTING OFFICE: 1975 O 250-000

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# Exhibit D Land Use Plan

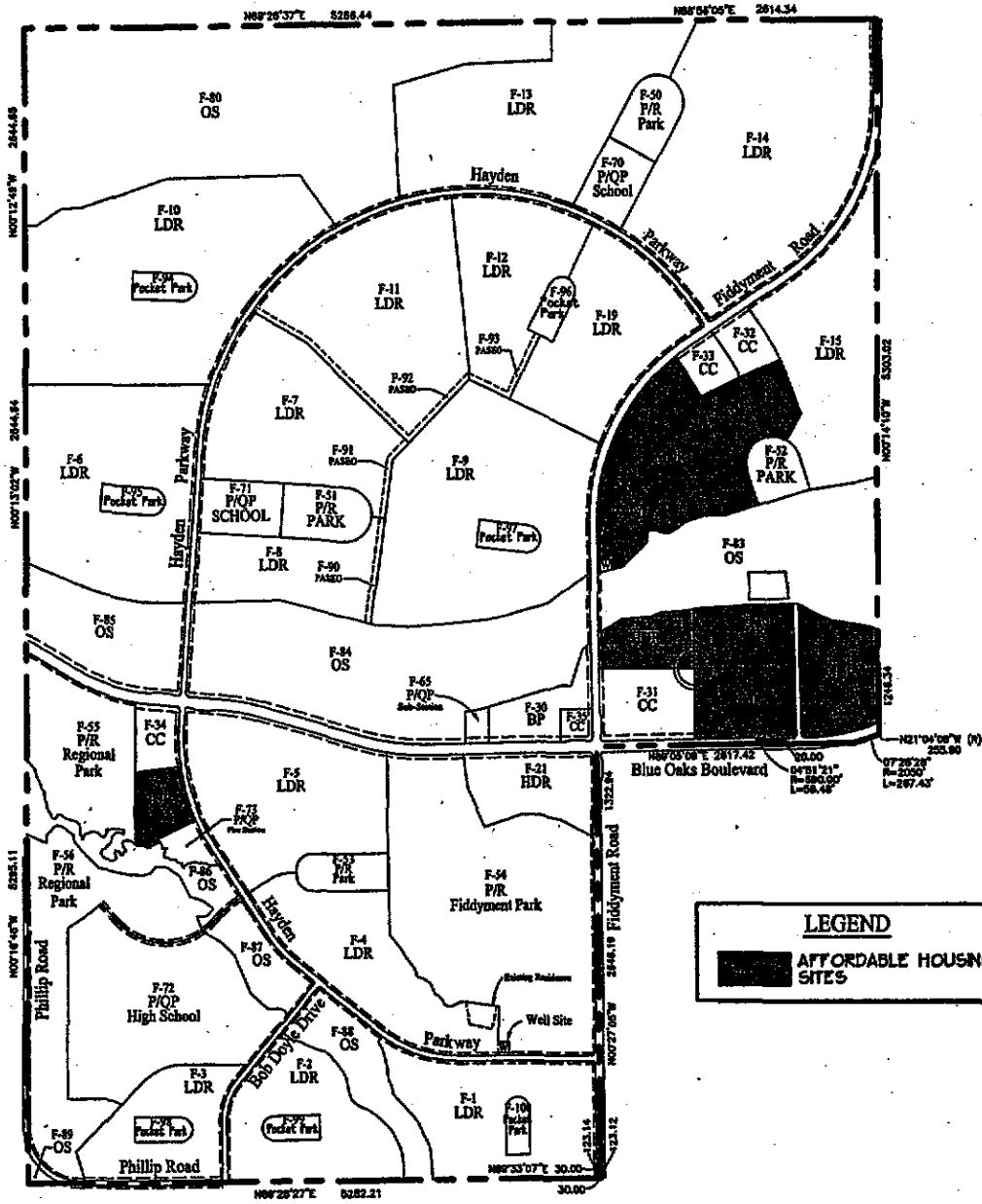


SCALE: 1" = 1500'

**WOOD ROGERS**  
ENGINEERING - PLANNING - SURVEYING  
8001 G St., Suite 100-B Tel: 908-8417700  
Somerville, CA 94026 Fax: 908-8417707

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# Exhibit E Affordable Housing Sites



**LEGEND**

**AFFORDABLE HOUSING SITES**

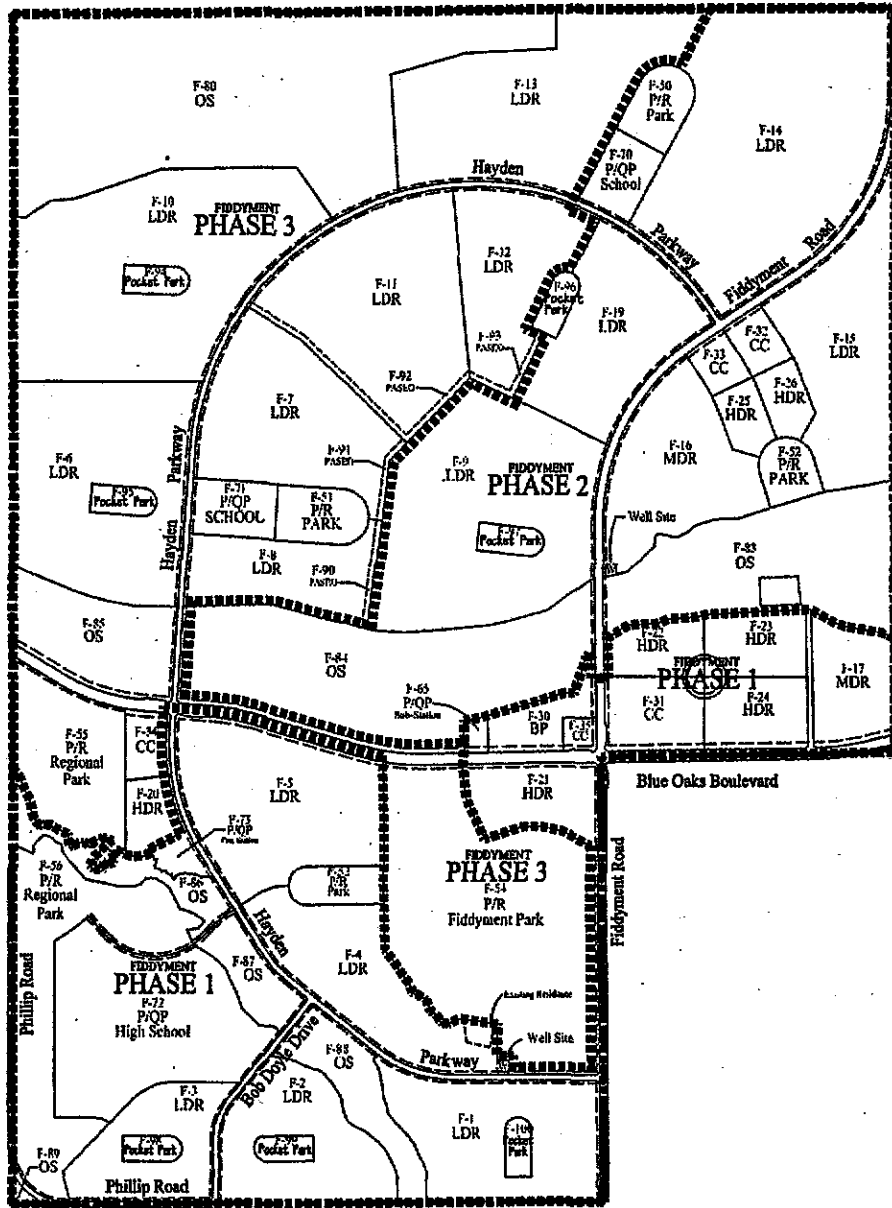


**SCALE: 1"=1500'**

**WOOD ROGERS**  
ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS

2001 O St. Msk. 700-B    Tel: 916.641.7700  
 Sacramento, CA 95815    Fax: 916.641.7707

# Exhibit F Phasing Plan



SCALE: 1" = 150'

**WOOD RODGERS**  
ENGINEERING - PLANNING - SURVEYING

2801 G St., Ste. 100-B    Tel: 916-241-7788  
Sacramento, CA 95825    Fax: 916-241-7787

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4. Frontage improvements adjacent to development parcels shall consist of median curbs and median landscaping, travel lanes, bike lanes, curb and gutter. Frontage improvements for parks or open space parcels shall be installed concurrent with road improvements and infrastructure required by subdivisions on the opposite side of the street within each individual phase or sub-phase. Construction of sidewalks, masonry walls and landscape corridors alongside streets shall be installed concurrent with development of the adjacent parcel and the construction of homes.
5. The timing of development of the fire station and park sites (not including pocket parks) is determined by the City and dependent on collection of necessary fees for park construction. The timing for park site delivery and frontage improvements are identified in the phasing plan.
6. The measurement references used for construction of roadways, infrastructure and like items are all approximate. The City will approve the actual measurements when improvement plans are reviewed.
7. Where applicable, sidewalk/handicap ramps at curb returns will be constructed with the phased roadway, sidewalks adjacent to parks will be constructed at the time of the park development and sidewalks adjacent to open space will be constructed with the phased roadway.
8. The construction of intersections planned for future signalization shall include all necessary underground facilities such that the future installation of traffic signals will not require trenching in the street.
9. All streets constructed shall have standard curb and gutter (or median curbs) on both sides.
10. Some entries in the phasing plan indicate developer and City participation in improvements. Specific discussion regarding participation by the City and developer is outlined in the development agreements.

### Phase 1

The following narrative for Phase 1 describes improvements needed to serve the following parcels included in Phase 1: F-1, F-2, F-3, F-4, F-5, F-17, F-21, F-22, F-23, F-24, F-30, F-31, F-35, F-53, F-56, F-65, F-67, F-72, F-73, F-86, F-87, F-88, F-89, F-98, F-99, F-100 and W-1, W-2, W-3, W-4, W-5, W-7, W-55, W-74, W-75, W-82, W-88 and W-89.

## West Roseville Specific Plan Infrastructure Phasing Plan

The West Roseville Specific Plan provides for a comprehensively planned infrastructure system and coordinates the phasing and construction of facilities for the project. Improvements have been described by landownership between Fiddymment Ranch or Signature Properties ("Fiddymment Ranch") and Westpark ("Westpark"). This Infrastructure Phasing Plan and accompanying exhibits are referenced in the project Development Agreements. Off-site improvements have been assigned to one ownership or another in the infrastructure phasing plan and the development agreements obligate both parties with all off-site improvements.

The infrastructure requirements for each phase of development include all on-site backbone infrastructure and off-site facilities necessary for each phase to proceed. The Fiddymment Ranch property will be developed in three phases. The Westpark property will be developed in four phases. Development will occur in sequential order. Alternatives to the phasing plan will require review and approval by the City, as indicated in the development plan.

The following exhibits accompany the Infrastructure Phasing Plan:

Exhibit A	Land Use Phasing
Exhibit B	Street Phasing
Exhibit C	Sewer Phasing
Exhibit D	Water Phasing
Exhibit E	Recycled Water Phasing
Exhibit F	Storm Drain Phasing
Exhibit G	Transit Phasing
Exhibit H	Bike Path Phasing Exhibit
Exhibit I	Off-Site Infrastructure Phasing Exhibit

The following general requirements apply to all phases:

1. All in-tract sewer, storm drain, water and dry utilities will be installed as part of the local subdivision street improvements.
2. All roads listed shall include medians and median landscaping as defined in the Specific Plan Circulation section and Design Guidelines. Installation of landscape corridors alongside roadways shall occur concurrent with development on adjacent parcels, except for landscaping adjacent to Phillip Road adjacent to the PGWWTP, which shall be installed concurrent with the construction of Phillip Road.
3. Storm drainage improvements are subject to City Improvement Standards and shall be installed concurrent with roadway construction.

- Hayden Parkway south to Phillip Road at the Fiddymment Ranch property line (2,128± LF).
9. Construct curb returns to allow access to driveways into Regional Park (F-54) from Fiddymment Road, the high school site (F-72) and Regional Sports Park (F-56) from Hayden Parkway. Construction shall include turn lanes or tapers as required by the City.
  10. Construct entire section of Phillip Road including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Bob Doyle Drive to the northwest corner of F-56 including all roadway improvements adjacent to the Regional Park (F-56) and complete or finish installation of landscaping west of the roadway where adjacent to the existing PGWWTP (4,780± LF).
  11. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction, as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.
  12. Construct the westerly half section of Fiddymment Road (a 4 lane arterial) from Pleasant Grove Boulevard to the northerly boundary of the Westpark Property (5,300± LF). Improvements will include a landscaped median, two travel lanes, bike lane, curb gutter, streetlights joint trench and in-street utilities. The curb line for Fiddymment Road north of Pleasant Grove Boulevard shall be constructed at the ultimate 6-lane location with a wide median to allow for future widening to occur to the center of the road.
  13. Construct the extension of Village Green Drive from Fiddymment Road to Bob Doyle Drive (2,700± LF). Improvements will consist of constructing a residential collector street including curbs, gutters, pavement and streetlights, joint trench and in-street utilities.
  14. Construct the entire section for Bob Doyle Drive including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Phillip Road at the Westpark property line to the south line of parcel W-2 (3,900± LF).
  15. Install appropriate traffic signal improvements including signage at intersection of Fiddymment Road/Village Green Drive, Fiddymment Road/Pleasant Grove Boulevard and Bob Doyle Drive/Pleasant Grove Boulevard.
  16. Construct the extension of Bob Doyle Drive as it bends around from parcel W-21 and the southwest corner of W-2 south to Pleasant Grove Blvd. (1,370± LF). Improvements will consist of constructing a collector street

**Streets -- Phase 1: Street Phasing Exhibit B**

1. Construct northerly half section of Blue Oaks Boulevard (6-lane arterial) including landscaped median, three travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the east property boundary of Fiddymment Ranch west to the intersection with Fiddymment Road (2,669± LF).
2. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Fiddymment Road intersection to the westerly parcel line of F-21 (1,280± LF).
3. Construct southerly half section of Blue Oaks Boulevard (1,915± LF) adjacent to parcel F-5 including two travel lanes, 14-foot median (which may be deferred until Phase 3), curb, gutter, streetlights, joint trench and all in-street utilities. The final lift of asphalt shall be deferred until Phase 3.
4. Construct westerly half section of Fiddymment Road (a 4-lane arterial) including landscaped median, two travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the southerly boundary of the Fiddymment Ranch property to the intersection with Blue Oaks Boulevard (3,967± LF).
5. Construct full Fiddymment Road section (a 4-lane arterial) north beyond the intersection of Blue Oaks Blvd. to the intersection with the entry at parcels F-22 and F-31, to include median, travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities and traffic barriers to allow construction of future phases to occur without significantly disrupting traffic flows at the intersection (730± LF).
6. Install traffic signal improvements including signage at intersections of Fiddymment Road and Blue Oaks Boulevard, Fiddymment Road and Hayden Parkway and Blue Oaks Boulevard, Fiddymment Road at entry of parcels F-17 and F-24 north of Blue Oaks Boulevard and Fiddymment Road and the entry at parcels F-22 and F-31.
7. Construct entire section of Hayden Parkway south of Blue Oaks Boulevard including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Fiddymment Road adjacent to parcels F-1 and F-54 northwest to the future extension of Blue Oaks Boulevard (5,792± LF).
8. Construct entire section of Bob Doyle Drive including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from

including curbs, gutters, pavement, streetlights, joint trench and in-street utilities.

17. Construct Pleasant Grove Blvd. (4-lane arterial) from Fiddymment Road west to Bob Doyle Drive (3,010± LF). Improvements will include a landscaped median, four travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.

#### Sewer-Phase 1: Sewer Phasing Exhibit C

1. Construct 8-inch sewer line and appurtenances (975± LF) and 10-inch sewer line and appurtenances (577± LF) in Bob Doyle Drive.
2. Construct 8-inch, sewer line and appurtenances in Hayden Parkway from the entry to parcel F-1 to the intersection with Bob Doyle Drive (2,054± LF). Construct 12-inch sewer line and appurtenances in Hayden Parkway from Bob Doyle Drive to Fire Station Site F-73 (1,649± LF). Construct 15-inch sewer line and appurtenances in Hayden Parkway from Fire Station Site F-73 to future Blue Oaks Boulevard (1,338± LF).
3. Construct 15-inch sewer line and appurtenances in future Blue Oaks Boulevard west from the intersection of future Blue Oaks Boulevard and Hayden Parkway and southwest across parcel F-55 to tie into the influent junction structure at the northeast corner of the City of Roseville's PGWWTP property (1,931± LF)
4. Construct 8-inch sewer line and appurtenances in Blue Oaks Boulevard from the Fiddymment Road intersection west to the westerly edge of parcel F-21 (1,295± LF).
5. Construct (430± LF) 8-inch sewer line and appurtenances in Fiddymment Road north of the Blue Oaks Blvd. intersection to the connection with the 15-inch sewer line and appurtenances connecting to the Pleasant Grove sewer trunk (500± LF).
6. Construct 8-inch sewer line (943± LF) and 12-inch sewer line (927± LF) to serve parcels F-17, F-22, F-23, F-24 and F-31.
7. Construct 12-inch sewer line in Fiddymment Road from the entry road at parcels F-22 and F-31 to the connection with the 15-inch sewer line connecting to the Pleasant Grove Trunk Sewer (300± LF).
8. Construct a 42-inch sewer trunk line in Phillip Road and appurtenances from the northeast corner of the PGWWTP approximately (2,865±) LF south to the southeast corner of W-74.

9. Construct a 33-inch sewer trunk line and appurtenances in Phillip Road from the terminus point of the 42-inch sewer trunk at the southeast corner of W-74 south to Bob Doyle Drive (2,840± LF).
10. Construct a 33-inch sewer trunk line and appurtenances in Bob Doyle Drive from Phillip Road south approximately (885± LF) to the northeasterly corner of parcel W-73 and 30-inch sewer trunk line in Bob Doyle Drive from the terminus of the 33-inch sewer trunk line to the intersection of Market Drive (750± LF).
11. Construct a 12-inch sewer line and appurtenances in Bob Doyle Drive from Market Drive to Village Green Drive. (855± LF).
12. Construct a 10-inch sewer line in Bob Doyle Drive from Village Green Drive to the northeast corner of parcel W-26 (1,100± LF), continue south on Bob Doyle Drive with an 8-inch sewer line (200± LF).
13. Construct an 8-inch sewer in Village Green Drive from Bob Doyle Drive to approximately (1,705±) LF northeast.

Water-Phase 1: Water Phasing Exhibit D

1. Construct 12-inch water line in Fiddymment Road from the southeast corner of Fiddymment Ranch property to the intersection with Blue Oaks Boulevard, connecting to the 24-inch water line in Blue Oaks Boulevard (3,965± LF).
2. Construct 12-inch water line in Hayden Parkway from Fiddymment Road intersection at the southeast corner of F-54 west to the intersection with Bob Doyle Drive (3,000± LF).
3. Construct 16-inch water line in Hayden Parkway from Bob Doyle Drive intersection northwest to future Blue Oaks Blvd. (3,150± LF).
4. Construct 16-inch water line in Bob Doyle Drive from Hayden Parkway to the south property line of Fiddymment Ranch (2,200± LF).
5. Construct 24-inch water line in Blue Oaks Boulevard from the easterly Fiddymment Ranch boundary to the westerly parcel line of F-21 (4,025±LF).
6. Construct 16-inch water line in Fiddymment Road from the intersection of Blue Oaks Blvd. north to the intersection at the entry of parcels F-22 and F-31 (730± LF).

7. Construct 12-inch water line from the southwest corner of parcel F-17 to Fiddymment Road at parcels F-22 and F-31 (2,620± LF).
8. Dedicate 5,000 square foot well site (F-67) and construct below ground well facilities on F-67 prior to the construction of residential uses in adjacent parcels F-1 and F-4.
9. Construct 12-inch water line and appurtenances in Fiddymment Road from Pleasant Grove Blvd. north to the northerly boundary of the Westpark property (5,945± LF).
10. Construct 24-inch water line and appurtenances in Village Green Drive from Fiddymment Road to Bob Doyle Drive (2,585± LF).
11. Construct 12-inch water line and appurtenances in Bob Doyle Drive from Pleasant Grove Boulevard to Village Green Drive (2,500± LF) and 24-inch water line north to the northerly boundary of the Westpark property (2,750± LF).
12. Construct 24-inch water line and appurtenances in Phillip Road from Bob Doyle Drive to tank site W-74 (3,280± LF).
13. Construct 24-inch water line and appurtenances in Phillip Road from Tank Site W-74 to connection at the northwest corner of parcel F-56 Regional Park (1,580± LF).
14. Construct 16-inch water line and appurtenances in Pleasant Grove Blvd. from Fiddymment Road west to Bob Doyle Drive (3,010± LF).
15. Dedicate parcel W-74 (5.1 acres) for potable water storage tank facilities.

Recycled Water-Phase 1: Recycled Water Phasing Exhibit E

1. Construct 24-inch recycled water line and appurtenances in Phillip Road from the northwest corner of parcel F-56 south, then east through parcels F-56 and F-72, then south in Hayden Parkway from the intersection of the high school entry southeast to the intersection with Fiddymment Road (6,670± LF).
2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection with the high school entry north to future Blue Oaks Blvd. (1,920± LF).

3. Construct 16-inch recycled water line and appurtenances in Bob Doyle Drive from Hayden Parkway to the intersection with Phillip Road (2,200± LF).
4. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the intersection with Fiddymment Road west to the northwest corner of parcel F-21 (1,300± LF).
5. Construct 6-inch recycled water line and appurtenances in Fiddymment Road, from the southerly boundary of Fiddymment Ranch to the intersection with the entry at parcels F-22 and F-31 past the intersection of Blue Oaks Blvd. (4,695± LF).
6. Construct a 16-inch recycled water line and appurtenances in Bob Doyle Drive from the intersection of Phillip Road at the Westpark northerly property line to the intersection with Pleasant Grove Boulevard at the westerly corner of parcel W-1 (5,270± LF).
7. Construct a 6-inch recycled water line and appurtenances in Fiddymment Road from the southeast corner of W-1 north to the north boundary of Westpark (5,300± LF).
8. Construct 6-inch recycled water line (3,010± LF) in Pleasant Grove Boulevard from Fiddymment Road northwest to extension of Bob Doyle Drive.
9. Construct backbone recycled water facilities within all roads constructed in Phase 1.

Storm Drainage-Phase 1: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain and will generally be directed toward the tributary drainage way adjacent to Hayden Parkway, Kaseberg Creek and Pleasant Grove Creek and the tributary within Open Space W-83.
2. Construct (1,100± LF) 36-inch drain line and appurtenances in Village Green Drive 300 feet west of Fiddymment Road to (720± LF) 66-inch drain line and outfall in parcel W-82 OS.

Dry Utilities-Phase 1

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 1.
2. Relocate existing overhead power lines on existing Fiddymment Road, Old Fiddymment Road and Blue Oaks Blvd. when roadway widening is constructed as required by PG&E.
3. Construct distribution circuits from the electrical substation including all appurtenances as required by Roseville Electric.
4. Dedicate 1.6 acre site (F-65) for electrical sub-station adjacent to the north side of Blue Oaks Blvd., approximately 1,200 feet west of the intersection of Fiddymment Road and Blue Oaks Blvd. Site shall be dedicated prior to the issuance of the first building permit in the project.
5. Abandon and reroute existing overhead power lines on existing Phillip Road when appropriate routes for new connection to PGWWTP are established as required by Roseville Electric.

Recreation-Phase 1: Land Use Phasing - Exhibit A & Bike Path Phasing - Exhibit H

1. Ensure that sewer, water and dry utilities are stubbed to the Regional Park (F-54 – Fiddymment Park) at Fiddymment Road to allow future connections to services.
2. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-53, W-55) in accordance with City of Roseville standards.
3. Ensure that sewer, water and dry utilities are stubbed to site from Hayden Parkway to allow the development of the Regional Park Site (F-56). This will allow construction of these facilities to proceed at any point in the future.
4. Construct bike trails and bike trail appurtenances located within Phase 1 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-86, F-87, F-88, and W-82 as shown on the Land Use Phasing and the Bike Path Exhibits.
5. Construct paseo W-88 with adjacent small lot subdivision W-5 and construct paseo W-89 with adjacent small lot subdivision W-4. Bike trails located within paseos W-88 and W-89 shall be constructed with paseos.

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6. Construct pocket parks F-98, F-99, and F-100 as part of the adjacent small lot subdivisions F-3, F-2, and F-1, respectively, in accordance with the City of Roseville standards.
7. Construct neighborhood park sites F-53 and W-55 in accordance with the City of Roseville standards.

Schools-Phase 1: Land Use Phasing Exhibit A

1. Ensure that infrastructure and utilities are stubbed to site across open space (F-86/F-87) from Hayden Parkway to allow construction of high school site (F-72). Site prep work (i.e. rough grading) shall be completed in Phase 1 by the developer. Buildings, parking lots, landscaping, and other facilities shall be installed by the school district.
2. Ensure that infrastructure and utilities are stubbed from Village Green Drive to allow construction of school site (W-75). Site work, buildings, parking lots, and landscaping on elementary school site W-75 will be constructed concurrent with Phase 1. Developer to provide a turn-key facility. Elementary school (W-75) will be built to house the 350<sup>th</sup> elementary student generated by the project.

Fire Station-Phase 1: Land Use Phasing Exhibit A

1. Ensure that infrastructure and utilities are stubbed to site from Hayden Parkway to the fire station site (F-73). Site prep work (i.e. rough grading) shall be completed concurrent with Phase 1 by the developer.

Off-Site Improvements Phase 1: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct northerly one-half section of Blue Oaks Boulevard including landscaped median, three travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the Fiddyment Ranch east property boundary east to the existing transition from Crocker Ranch Road east of the future bridge at the South Branch of the Pleasant Grove Creek (2,200± LF).
2. Install appropriate traffic signal improvements including signage at the intersection of Del Webb Blvd. and Blue Oaks Blvd.

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3. Construct northerly two westbound travel lanes at ultimate location for that portion of Blue Oaks Boulevard (1,500± LF) located approximately 1.5 miles east of the Fiddymment Ranch property boundary and 1,200 feet west of Foothills Boulevard, including bike lanes, landscaped median, curb, gutter and streetlights.
4. Construct north half of Blue Oaks Blvd. Bridge across South Branch Pleasant Grove Creek west of Crocker Ranch Road to provide three additional travel lanes, curbs, gutters, sidewalks, bike lanes, handrails, streetlights, joint trench and in-street utilities.
5. Construct 24-inch water line in Blue Oaks Boulevard from the easterly Fiddymment Ranch boundary east, and make connections at Del Webb Boulevard (800± LF).
6. Construct 24-inch water line in Del Webb Boulevard from Fiddymment Road east to Timberrose Way/Sun City Boulevard (1,150± LF).
7. Construct road section for Fiddymment Road for a distance of approximately 600± LF south of the intersection with Pleasant Grove Boulevard including median, travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities, streetlights and traffic barriers to provide an appropriate transition to existing Fiddymment Road to the south. The curb line for Fiddymment Road at Pleasant Grove Boulevard shall be constructed at the ultimate six-lane location with a wide median to allow for future widening to occur to the center of the road.
7. Construct bike trail connection from easterly Fiddymment Ranch property line (parcel F-83) to existing trail in Veterans Park utilizing access easement road or other alignment approved by City.
8. Construct one 850,000 gallon recycled water storage tank on City property south of Blue Oaks Boulevard and west of Phillip Road, including all appurtenances, access road, fencing, gates and landscaping as approved by City.
9. Construct (1,075± LF) of 24-inch recycled water line and appurtenances in Phillip Road from the northwest corner of parcel 56, north to the recycle water storage tank site at the northeast corner of the Pleasant Grove WWTP.
10. Construct (190± LF) of 42-inch sewer line and appurtenances from Phillip Road to the connection at the Pleasant Grove WWTP.

11. Construct (1,075± LF) of 24-inch water line and appurtenances in Phillip Road from the northwest corner of parcel 56, north to the recycle water storage tank site at the northeast corner of the Pleasant Grove WWTP.
12. Construct road section for Phillip Road for a distance of approximately (1,163± LF) from the northwest corner of parcel 56, north to the recycle water storage tank site at the northeast corner of the Pleasant Grove WWTP, including travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities and streetlights.

## Phase 2

The following narrative for Phase 2 describes improvements needed to serve the following parcels included in Phase 2: F-9, F-14, F-15, F-16, F-19, F-25, F-26, F-32, F-33, F-50, F-52, F-66, F-70, F-83, F-84, F-96, F-97 and W-8, W-10, W-11, W-12, W-21, W-22, W-23, W-24, W-26, W-32, W-33, W-52, W-53, W-54, W-72, W-73, W-85.

### Streets-Phase 2: Street Phasing Exhibit B

1. Construct 4-lanes of Fiddymment Road (6,995± LF) from Phase 1 terminus north to a point 2,000 LF north of Hayden Parkway where the pavement width shall transition from 4-lanes to 2-lanes with a wider median. Construction shall include landscaped median, travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
2. Construct entire section of Hayden Parkway (north of Blue Oaks Boulevard) from Fiddymment Road to the west side of school site parcel F-70 for approximately (1,809± LF) including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
3. Construct Fiddymment Road Bridge (or bridges) across Pleasant Grove Creek to provide four travel lanes, median or left turn lane if needed, curbs, gutters, sidewalks, handrails, streetlights, joint trench and in-street utilities. Construct associated bikeway improvements with bridge include bike lanes and ramping from bridge to creek corridor.
4. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit, or as required by the Director of Public Works.

5. Install appropriate traffic signal improvements including signage at the intersection of Fiddymment Road and Hayden Parkway located north of Pleasant Grove Creek.
6. Construct Pleasant Grove Blvd. (4-lane arterial) from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF). Improvements will include a landscaped median, four travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities. Striping and median improvements west of Bob Doyle Drive shall be designed to transition the 4-lane roadway to a 2-lane roadway at the eastern boundary of parcel W-15. The curb and gutter shall remain at the ultimate location.
7. Construct Market Drive from Bob Doyle Drive north of the Village Center at parcel W-22 south to the southwest corner of parcel W-10 per City of Roseville standards for collector streets. Improvements will consist of constructing a collector street including curbs and gutters on both sides of the street, pavement, street lights, joint trench and in-street utilities. (4,470± LF).
8. Construct the two primary residential streets (Street A-1,370± LF and Street B-1,370± LF) through the Village Center in accordance with the Specific Plan and Design Guidelines for primary residential streets, including curbs, joint utilities, gutters, pavement and streetlights.
9. Construct Upland Drive from Pleasant Grove Boulevard. to the southerly property line of the Westpark Property (375± LF). Improvements will consist of constructing a collector street including curbs, gutters, pavement and streetlights.
10. Install appropriate traffic signal improvements including signage at intersection of Pleasant Grove Boulevard and Market Drive.
11. Construct enhanced at-grade pedestrian crossing at Pleasant Grove Boulevard and Market Drive.

Sewer-Phase 2: Sewer Phasing Exhibit C

1. Construct (709± LF) 8-inch sewer line, (560± LF) 10-inch sewer line and (545± LF) 12-inch sewer line from parcel F-52 (Park) to the intersection of Fiddymment Road and Hayden Parkway.
2. Construct 10-inch sewer line from parcel F-50 on the east side of F-50 and F-70 south to Hayden Parkway then east to the intersection of Fiddymment Road and Hayden Parkway (2,849± LF).

3. Construct 15-inch sewer line in Fiddymment Road from the intersection of Fiddymment Road and Hayden Parkway south to the southwest corner of F-16 (2,799±LF).
4. Construct 15-inch sewer line (3,943± LF) and 18-inch sewer line (1,567± LF) from Fiddymment Road west along the north side of Pleasant Grove Creek to the southwest corner of parcel F-6.
5. Construct 21-inch sewer line from the southwest corner of parcel F-6 to connect with the westerly 36-inch stub of the influent junction structure (1,274± LF).
6. Construct a 24-inch sewer trunk line and appurtenances in Market Drive from southwest corner of parcel W-10 to Pleasant Grove Blvd. (2,140± LF) and construct a 30-inch sewer trunk line in Market Drive from Pleasant Grove Blvd. north to Bob Doyle Drive (1,385± LF).
7. Construct a sewer line and appurtenances in Pleasant Grove Blvd. from Market Drive to Bob Doyle Drive, consisting of approximately 1,125± LF of 15-inch sewer, 1,100± LF of 12-inch sewer line.
8. Construct 8-inch sewer from Market Drive east along local street to the northwest corner of W-53 (470± LF)

#### Water-Phase 2: Water Phasing Exhibit D

1. Construct 16-inch water line and appurtenances in Fiddymment Road from intersection with entry road at parcels F-22 and F-31 north of Blue Oaks Boulevard up to Hayden Parkway (3,900± LF).
2. Construct 12-inch water line and appurtenances from the intersection of Fiddymment Road and Hayden Parkway north of Pleasant Grove Creek east to connect to the existing 12-inch water line in Casa Sedona Drive in Crocker Ranch (1,960± LF).
3. Construct 16-inch water line and appurtenances in Hayden Parkway west from the intersection with Fiddymment Road to the west side of school site parcel F-70 (1,850± LF).
4. Dedicate 5,000 square foot well site (F-66) and construct below ground well facilities on F-66 prior to the construction of residential uses in adjacent residential parcel F-16.

5. Construct 16-inch water line and appurtenances in Pleasant Grove Blvd. from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF).
6. Construct 12-inch water line and appurtenances in Market Drive from Bob Doyle Drive to the southwesterly boundary of the Westpark Property and parcel W-10 (4,465± LF).
7. Construct 12-inch water line (2,690± LF) and appurtenances in Village Center south of Pleasant Grove Boulevard from Market Drive through parcel W-25, along northeast boundary of parcel W-53 and through parcel W-24 to northwest corner of parcel W-8.
8. Construct a 3.0 million gallon potable water storage tank on parcel W-74 including all appurtenances, access road, fencing, gates and landscaping as approved by the City.

Recycled Water-Phase 2: Recycled Water Phasing Exhibit E

1. Construct 6-inch recycled water line in Fiddymment Road from the entry at parcels F-22 and F-31 north to the intersection with Hayden Parkway (3,670± LF).
2. Construct 6-inch recycled water line in Hayden Parkway from the intersection with Fiddymment Road west to the southwest corner of parcel F-70 (1,850± LF).
3. Construct 12-inch recycled water line (2,204± LF) in Pleasant Grove Boulevard from the extension of Bob Doyle Drive to Market Drive.
4. Construct 16-inch recycled water line in Market Drive from Pleasant Grove Boulevard southwest to the southwest corner of parcel W-11 (2,230± LF).
5. Construct 24-inch recycled water line in Pleasant Grove Boulevard from Market Drive to southeast corner of parcel W-15 (1,400± LF).
6. Construct backbone recycled water facilities within all roads constructed in Phase 2.

Storm Drainage-Phase 2: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.

2. Construct a drainage detention basin, drainage outfall in the southern portion of W-11 west of Village Center Drive including (75± LF) of 48-inch drain line, (750± LF) of 36-inch drain line and (1,070± LF) 30-inch drain line in Village Center Drive Construct a drainage detention basin in W-8.

#### Dry Utilities-Phase 2:

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 2.
2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.

#### Recreation-Phase 2: Land Use Phasing Exhibit A & Bike Path Exhibit H

1. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-50, F-52, W-52, W-53 and W-54) in accordance with City of Roseville standards.
2. Construct bike trails and bike trail appurtenances located in Phase 2 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-83 and F-84, as shown in Phase 2 on the Land Use Phasing and the Bike Path Exhibits.
3. Construct paseo W-85 with adjacent small lot subdivision W-12. Bike trails located within paseo W-85 shall be constructed with the paseo.
4. Construct pocket parks F-96 and F-97 as part of the adjacent small lot subdivisions F-19 and F-9, respectively, in accordance with the City of Roseville standards.
5. Construct neighborhood park sites F-50, F-52, W-52, W-53 and W-54.

#### Schools-Phase 2: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to school sites (F-70 and W-73) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for elementary school site F-70 and middle school site W-73 concurrent with Phase 2 to provide turn-key facilities. The elementary school (F-70) will be built in time to house the 600<sup>th</sup> elementary student generated by the project. The

middle school (W-73) will be built in time to house the 300<sup>th</sup> middle school student generated by the project.

### Off-Site Improvements – Phase 2: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct Pleasant Grove Boulevard (5,000± LF) to a 4-lane arterial standard between Sun City Boulevard and Woodcreek Oaks Boulevard, including bike lanes, curb, gutter, streetlights and landscape median. This construction also includes the construction of a bridge structure over the Kaseberg Creek.
2. Construct (468± LF) 21-inch sewer line from the Fiddymont Ranch boundary to the connection at the Pleasant Grove WWTP.

### Phase 3

The following narrative for Phase 3 describes the improvements needed to serve the following parcels included in Phase 3: F-6, F-7, F-8, F-10, F-11, F-12, F-13, F-20, F-34, F-51, F-54, F-55, F-71, F-80, F-85, F-90, F-91, F-92, F-93, F-94, F-95 and W-6, W-13, W-14, W-15, W-16, W-29, W-51, W-63, W-83, W-87.

### Streets-Phase 3: Street Phasing Exhibit B

1. Construct Hayden Parkway Bridge across Pleasant Grove Creek to provide two travel lanes, median or left turn lane as needed, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.
2. Construct full section of Hayden Parkway north of Blue Oaks Boulevard including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from school site F-70 west and south to the intersection with Blue Oaks Boulevard, and connect with Hayden Parkway constructed in Phase 1 (6,995± LF).
3. Construct the Blue Oaks Blvd. Bridge over Kaseberg Creek adjacent to parcel F-54 to provide six travel lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.

4. Complete the construction of the southern 2-lanes of Blue Oaks Boulevard adjacent to Parcel F-5 by adding the final lift of paving and construct the northern two lanes of the ultimate 6-lane roadway, 38-foot wide landscape median, bike lanes, curb, gutter, street, lights, joint trench and all in-street utilities from Blue Oaks Boulevard west to Hayden Parkway (1,915± LF).
5. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Blue Oaks Boulevard Bridge to the easterly parcel line of F-5 (651± LF).
6. Construct Blue Oaks Boulevard west of Hayden Parkway (1,558± LF) to the westerly boundary of the Fiddymont Ranch parcel. This portion of Blue Oaks Boulevard shall transition 200 feet west of the intersection of Blue Oaks and Hayden Parkway from a 4-lane arterial with 38-foot wide median to a three-lane roadway that would be the southern half of the ultimate 6-lane road. With the 4-lane section and transition area, the road would include bike lanes, curb, gutter, streetlights, joint trench, and all in street utilities. Within the 3-lane section, the width of pavement would be 40 feet and would include 2 travel lanes, bike lanes, center turn lane, curb and gutter on the south side of the road, streetlights, joint trench, and all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median.
7. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.
8. Install appropriate traffic signal improvements including barricades and signage at the intersection of Blue Oaks Blvd. and Hayden Parkway.
9. Construct the northern half of Pleasant Grove Boulevard (2,300± LF) from the easterly boundary of parcel W-15 to West Side Drive. This section of Pleasant Grove Boulevard shall include 44-feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the north side, streetlights, joint trench, all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. This section of roadway shall be designed to transition to a collector roadway west of West Side Drive. This section of roadway shall be constructed as a collector roadway including curb and gutter on each side, streetlights, bike lanes, joint trench, and all in-street utilities. All underground appurtenances required for a future traffic signal at the intersection of Pleasant Grove Boulevard and West Side Drive shall also be constructed.

10. Construct the four lanes and a 38-foot landscape median of West Side Drive from the intersection with Pleasant Grove Boulevard north to the northwest corner of W-29, (1,820± LF) including travel lanes, curbs, gutters, street lights, joint trench and in-street utilities.
11. Construct Pleasant Grove Boulevard (3,000± LF) west of West Side Drive to provide two travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.

Sewer-Phase 3: Sewer Phasing Exhibit C

1. Construct 8-inch sewer line in Hayden Parkway from the northwest corner of parcel F-12 to northeast corner of parcel F-10 (811± LF).
2. Construct 12-inch sewer line in Hayden Parkway from the terminus of the 8-inch sewer line to the connection with the 15-inch sewer line at the southwest corner of parcel F-8 (3,899± LF).
3. Construct 8-inch sewer line in local street from the northwest corner of parcel F-51 west to Hayden Parkway (815± LF).
4. Construct 60-inch effluent outfall line across Blue Oaks Blvd. within the PGWWTP sanitary sewer outfall easement, 100 feet beyond the north and south right of way (300± LF).
5. Construct a new sewer trunk from the northeast corner of W-62 at Phillip Road to West Side Drive, consisting of (3,060± LF) of 24-inch sewer along with appurtenances.
6. Construct a 21-inch sewer line and appurtenances in West Side Drive from the northwest corner of parcel W-62 south to the northeast corner of W-13 (1,330± LF).
7. Construct (1,755± LF) of 18-inch sewer line and appurtenances in West Side Drive from the northeast corner of W-13 to Pleasant Grove Boulevard.
8. Construct 8-inch sewer and appurtenances along the northerly boundary of parcels W-13 and W-51 (1,730± LF).
9. Construct 8-inch sewer and appurtenances along the north side of parcel W-29 and W-15 east from the northwest corner of parcel W-29 (1,660± LF).

Water-Phase 3: Water Phasing Exhibit D

1. Construct 16-inch water line and appurtenances in Hayden Parkway from the intersection of Hayden Parkway and parcels F-13 and F-70 southwest to the intersection with Blue Oaks Boulevard and connect to 24" water line in Blue Oaks Boulevard (7,050± LF).
2. Construct 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly parcel line of F-21 to the westerly Fiddymont property line (4,430± LF).
3. Construct a 3.0 million gallon water storage tank on parcel W-74 including including all appurtenances, access road, fencing, gates and landscaping as approved by the City.
4. Construct a 16-inch water line and appurtenances in Pleasant Grove Blvd. from terminus of 16" water line at southeast corner of parcel W-15 to West Side Drive (2,300± LF).
5. Construct a 24-inch water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83 (1,760± LF).
6. Construct 8-inch water line (1,420± LF) in Pleasant Grove Boulevard from West Side Drive west to southwest corner of parcel W-16.

Recycled Water Phase 3: Recycled Water Phasing Exhibit E

1. Construct 6-inch recycled water line and appurtenances in Hayden Parkway from the southwest corner of parcel F-70 southwest to the intersection with parcel F-51 (5,400± LF).
2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection at parcel F-51 south to the intersection with Blue Oaks Blvd. (1,820± LF).
3. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the westerly parcel line of F-21 to the intersection with Hayden Parkway (2,600± LF).
4. Construct backbone recycled water facilities within all roads constructed in Phase 3 to serve F-51, F55, F-71, W-51, W-63 and pocket parks.
5. Construct a 24-inch recycled water line and appurtenances in Pleasant Grove Blvd. from southeast corner of parcel W-15 to West Side Drive (2,300± LF).

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0804 0000 0001 0098

6. Construct a 24-inch recycled water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83. (1,750± LF).
7. Construct backbone recycled water facilities within all roads constructed in Phase 3.

Storm Drainage-Phase 3: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.
2. Construct a culvert for the purpose of restricting flows at West Side Drive and a detention basin for water storage within Open Space parcel W-83.

Dry Utilities-Phase 3:

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 3.
2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.

Recreation-Phase 3: Land Use Phasing Exhibit A & Bike Path Phasing Exhibit H

1. Ensure that infrastructure and utilities are stubbed to neighborhood parks (F-51 and W-51) in accordance with City of Roseville standards.
2. Construct bike trails and bike trail appurtenances located within Phase 3 including bike trails, pedestrian/bike bridges, striping, signage and landscaping in W-83, F-85 and off-site bike trail improvements connecting to the regional sports park from F-85, as shown on the Land Use Phasing and Bike Path Exhibits.
3. Construct paseos W-87, F-90, F-91, F-92, and F-93 with adjacent small lot subdivisions W-63, F-8, F-7, F-11 and F-12, respectively. Bike trails located within paseos W-87, F-90, F-91, F-92 and F-93 shall be constructed with paseos.

4. Ensure water, sewer and recycled water are stubbed from Blue Oaks Boulevard to allow the construction of Regional Parks F-54 and F-55.
5. Construct pocket parks F-94 and F-95 as part of the adjacent small lot subdivisions F-10 and F-6, respectively, in accordance with the City of Roseville standards.
6. Construct neighborhood park sites F-51 and W-51.

Schools-Phase 3: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to School Site (F-71) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for Elementary School Site F-71 concurrent with Phase 3 to provide a turn-key facility. The F-71 elementary school site will be built in time to house the 1,200<sup>th</sup> elementary student generated by the project.

Off-Site Improvements – Phase 3: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct the south half of Blue Oaks Boulevard (ultimately a six lane arterial) from the terminus point at the westerly boundary of the Fiddymment Property (northwest corner of parcel F-55) west (800± LF) to Phillip Road to provide three travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.
2. Construct the south half of the Blue Oaks Blvd./Coyote Creek Bridge located approximately 400 feet west of the Fiddymment Ranch boundary line (at the northwest corner of parcel F-55) including three travel lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights joint trench and in-street utilities.
3. Construct Phillip Road from the terminus point constructed in Phase 1 at the recycled water tank site north to Blue Oaks Boulevard (1,077± LF) consisting of a full section for the modified collector street including two travel lanes, curbs, gutters, joint trench, streetlights and in-street utilities. All weather access to PGWWTP outfall shall be maintained at all times during the construction of this improvement.
4. Construct an access road from the influent junction structure under the Coyote Creek Bridge tying into the effluent outfall structure.

5. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly boundary of the Fiddymont Property near the northwest corner of parcel F-55 west to the intersection with Phillip Road and southerly on Phillip Road to the northerly terminus of the 24-inch water line from Phase 1 (1,832± LF).
6. Construct a 24-inch recycled water line and appurtenances in Phillip Road from the connection at the recycle water tank site to the intersection with Blue Oaks Blvd. (1,145± LF).
7. Construct one 850,000 gallon recycled water storage tank on City property south of Blue Oaks Boulevard and west of Phillip Road, including all appurtenances, access road, fencing, gates and landscaping as approved by City.
8. Construct appropriate traffic signal improvements including signage at the intersection of Phillip Road and Blue Oaks Boulevard.

**Phase 4:**

The following narrative for Phase 4 describes the improvements needed to serve the following parcels included in Phase 4: W-9, W-17, W-18, W-19, W-28, W-30, W-50, W-60, W-61, W-62, W-70, W-71, W-76, W-77, W-81 and W-84.

**Streets-Phase 4: Street Phasing Exhibit B**

1. Construct West Side Drive (ultimately a six lane arterial) with two travel lanes and median and frontage improvements including four travel lanes, 38-foot landscaped median, bike lanes, curbs, gutters, streetlights, joint trench and in street utilities from the terminus point of Phase 3 near the northerly boundary of parcels W-13 and W-29 north to Blue Oaks Boulevard (5,780± LF).
2. Construct the southern half of Blue Oaks Boulevard (275± LF) from the northeast corner of the Westpark property to West Side Drive. This section of Blue Oaks Boulevard shall include 40 feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the south side, streetlights, joint trench, all in street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. All underground appurtenances required for a future traffic signal at the intersection of Blue Oaks Boulevard and West Side Drive shall also be constructed.
3. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction,

as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.

Sewer-Phase 4: Sewer Phasing Exhibit C

1. Construct a 15-inch sewer trunk line (1,050± LF), 18-inch sewer trunk line (1,403± LF) and appurtenances in West Side Drive from Blue Oaks Boulevard to the northeast corner of parcel W-19.
2. Construct an 8-inch sewer trunk line and appurtenances (1,180± LF) along the west and north sides of parcel W-70, and a 12-inch sewer trunk line (700± LF) and appurtenances along the north side of parcel W-19 to the northeast corner of parcel W-19 at West Side Drive.
3. Construct 24-inch sewer line and appurtenances along the north side of parcel W-60 from the northwest corner of W-60 east to the northeast corner of W-60 (930± LF).

Water-Phase 4: Water Phasing Exhibit D

1. Construct 24-inch water line and appurtenances in West Side Drive from the northerly boundary of parcels W-13 and W-29 to Blue Oaks Boulevard (5,800± LF).
2. Construct 24-inch water line and appurtenances at the parcel line between W-61 and W-62 on the east side of West Side Drive continuing on to the parcel line between W-71 and W-74 to the connection to the water tank site (3,000± LF).
3. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from West Side Drive east to the easterly Westpark property line (270± LF).
4. Dedicate 5,000 square foot well sites W-76 and W-77 and construct below-ground well facilities prior to the construction of residential uses in adjacent parcels W-28 and W-17, respectively.

Recycled Water Phase 4: Recycled Phasing Exhibit E

1. Construct 24-inch recycled water line from northwest corner of parcel W-29 along West Side Drive to Blue Oaks Boulevard (5,783± LF).

2. Construct 24-inch recycled water line along Blue Oaks Boulevard and north side of W-60 (270± LF).
3. Construct backbone recycled water facilities within all roads constructed in Phase 4.

Storm Drainage-Phase 4: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and small lot subdivision development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.
2. Construct drainage culverts, a flow restricting dike, weir, and a detention area within the southwest portion of Open Space parcel W-81, consistent with the Master Drainage Plan.
3. Construct a drainage detention basin on the west side of W-18.

Dry Utilities-Phase 4

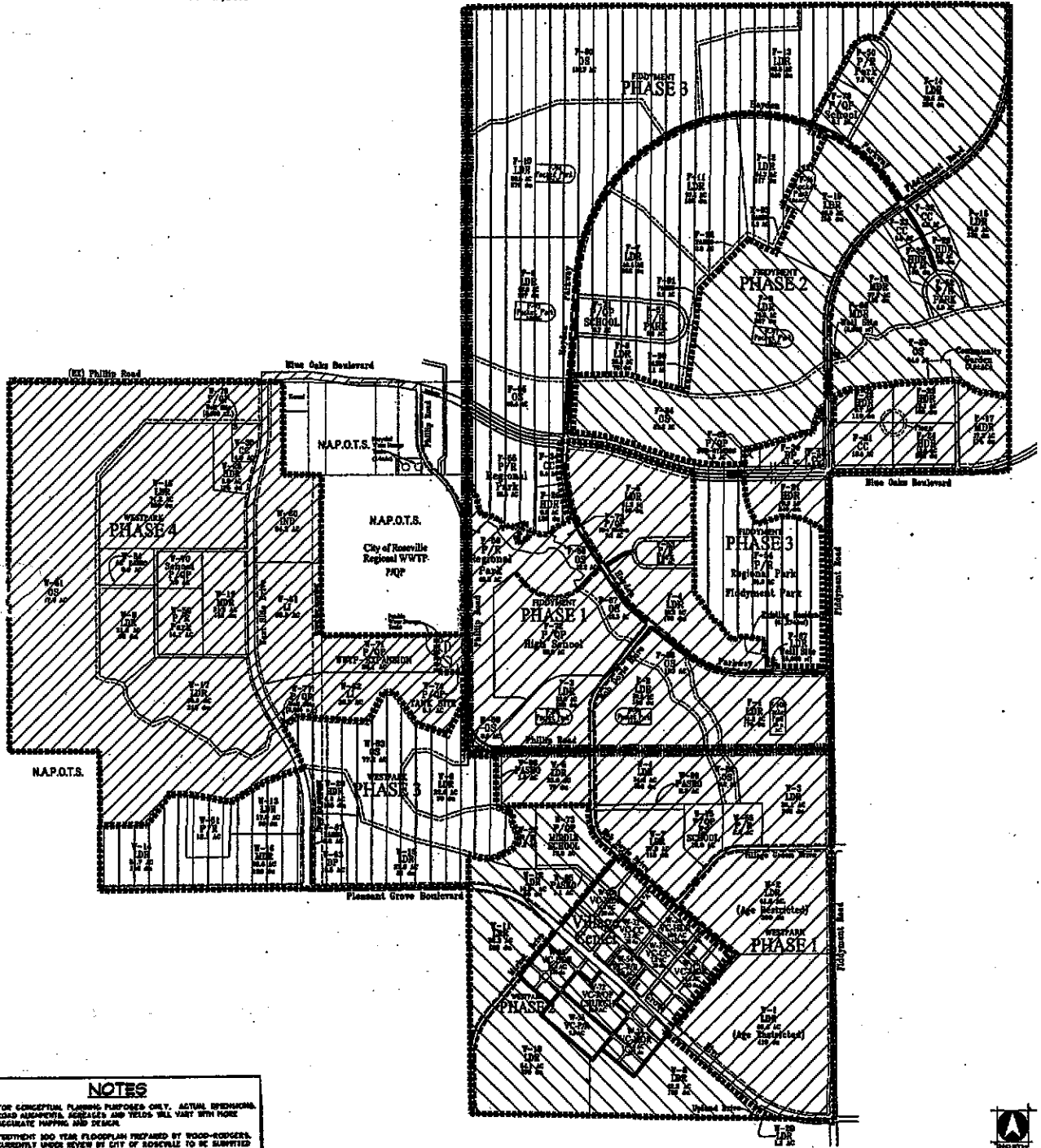
1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 4.
2. Construct Phase 4 distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phases including all appurtenances as required by Roseville Electric.

Recreation-Phase 4: Land Use Phasing Exhibit A & Bike Path Phasing Exhibit H

1. Ensure that infrastructure and utilities are stubbed to the neighborhood park (W-50), in accordance with City of Roseville standards.
2. Construct bike trails and bike trail appurtenances located within Phase 4 including bike trails, pedestrian/bike bridges, striping, signage and landscaping in W-81 as shown on the Land Use Phasing and Bike Path Exhibits.
3. Construct paseo W-84 with adjacent small lot subdivision W-9. Bike trails located within paseo W-84 shall be constructed with the paseo.
4. Construct neighborhood park site W-50.



LAND USE PHASING EXHIBIT-A  
**WEST ROSEVILLE SPECIFIC PLAN  
 FIDDYMENT RANCH & WESTPARK**  
 AUGUST 29, 2003



- NOTES**
1. FOR CONCEPTUAL PHASING PURPOSES ONLY. ACTUAL SPERMATOPHYTES, ROAD ALIGNMENTS, ACRESSES AND YIELDS WILL VARY WITH MORE ACCURATE MAPPING AND DESIGN.
  2. FIDDYMENT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS, CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
  3. EXISTING WRETA, GAZON, HIGHWAYS, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE, FROM AERIAL PHOTO FLOWS NOVEMBER 1998.
  4. EXISTING WATER OF THE U.S. JURISDICTION, BELONGS INFORMATION PROVIDED BY COLORADO REGIONAL, NOVEMBER 1998, FROM AERIAL PHOTO FLOWS APRIL 1998.
  5. WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLLO ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 5, 1999, AND IS SUBJECT TO CHANGE.

DRAFT EIR LAND USE PLAN (08/29/03)

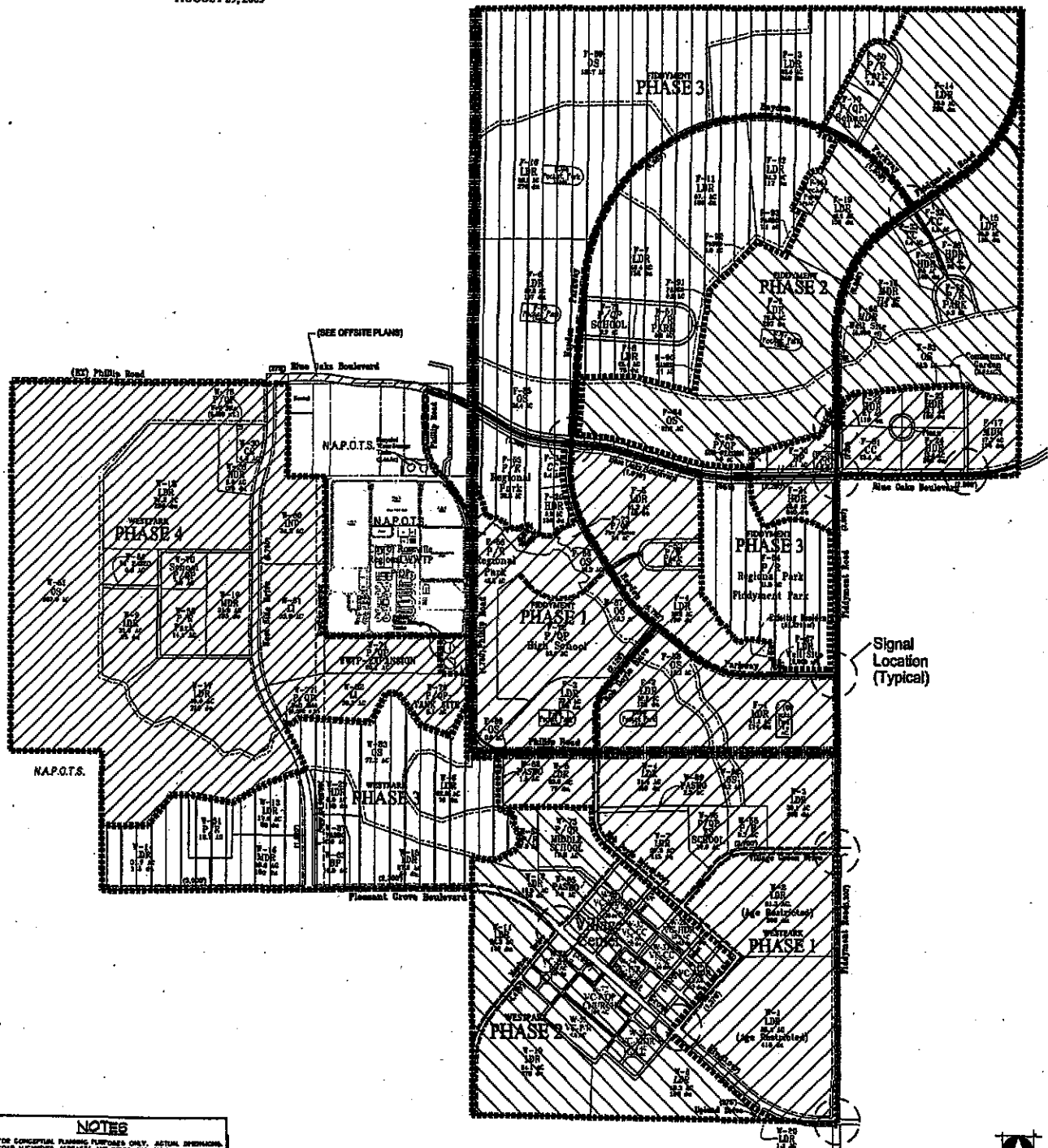
**WOOD RODGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS  
 3301 C St., Suite 100-B Tel: 916.241.7700  
 Sacramento, CA 95816 Fax: 916.241.7767

WEST ROSEVILLE SPECIFIC PLAN/FIDDYMENT RANCH & WESTPARK LAND USE PHASING EXHIBIT

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STREET PHASING E - IT-B  
 WEST ROSEVILLE SPECIFIC PLAN  
 FIDDYMMENT RANCH & WESTPARK  
 AUGUST 29, 2003



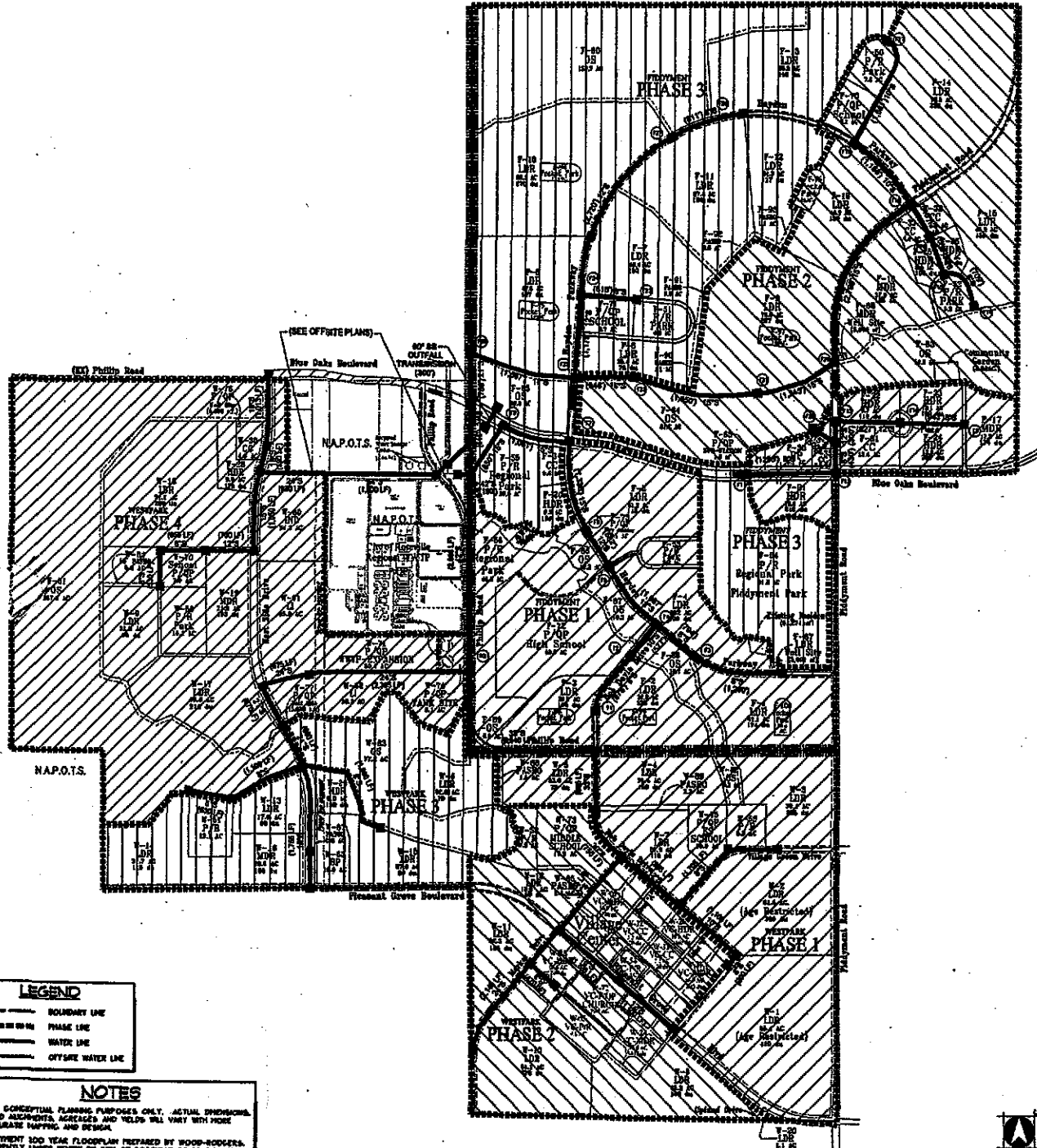
- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL UTILITIES, ROAD ALIGNMENTS, EASEMENTS AND YIELDS WILL VARY WITH MORE ACCURATE MAPPING AND DESIGN.
  2. FIDDYMMENT 200 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS, CURRENTLY UNDER REVIEW BY CITY OF ROSWELL TO BE SUBMITTED TO FEMA AT A LATER DATE.
  3. EXISTING UNDER GROUND UTILITIES, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE CLIENT. FROM AERIAL PHOTO FLOODING NOVEMBER 2000.
  4. EXISTING UTILITIES OF THE U.S. ADDITIONAL DIMENSION INFORMATION PROVIDED BY GERRON + SOCRAL, NOVEMBER 2000. FROM AERIAL PHOTO FLOODING APRIL 1990.
  5. PRELIMINARY WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CARROLL ENGINEERS WITH PERMISSION OF CITY OF ROSWELL ON JANUARY 6, 2000, AND IS SUBJECT TO CHANGE.

  
 DRAFT B/L LAND USE PLAN (02)  
  
**WOOD RODGERS**  
 ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS  
 3001 G St. N.W., 800-0    Tel: 678.442.7700  
 Roswell, GA 30076        Fax: 678.442.7707

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 0204 0000 0135 0106

SEWER PHASING EXHIBIT-C  
 WEST ROSEVILLE SPECIFIC PLAN  
 FIDDYMENT RANCH & WESTPARK  
 AUGUST 29, 2003



**LEGEND**

--- (dashed line)	BOUNDARY LINE
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--- (solid line)	WATER LINE
--- (long dashed line)	OFFSITE WATER LINE

- NOTES**
- FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, HEIGHTS AND YIELDS WILL VARY WITH MORE ACCURATE MAPPING AND DESIGN.
  - FOOTPRINT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
  - EXISTING TRUCKS, CREEK CENTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE. FROM AERIAL PHOTO FLOWN NOVEMBER 1998.
  - EXISTING WATERS OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY USACE & SACRAMENTO NOVEMBER 1998. FROM AERIAL PHOTO FLOWN APRIL 1998.
  - PRELIMINARY WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CONSULTING ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 8, 1999 AND IS SUBJECT TO CHANGE.



DRAFT FOR LAND USE PLAN (06/26/03)

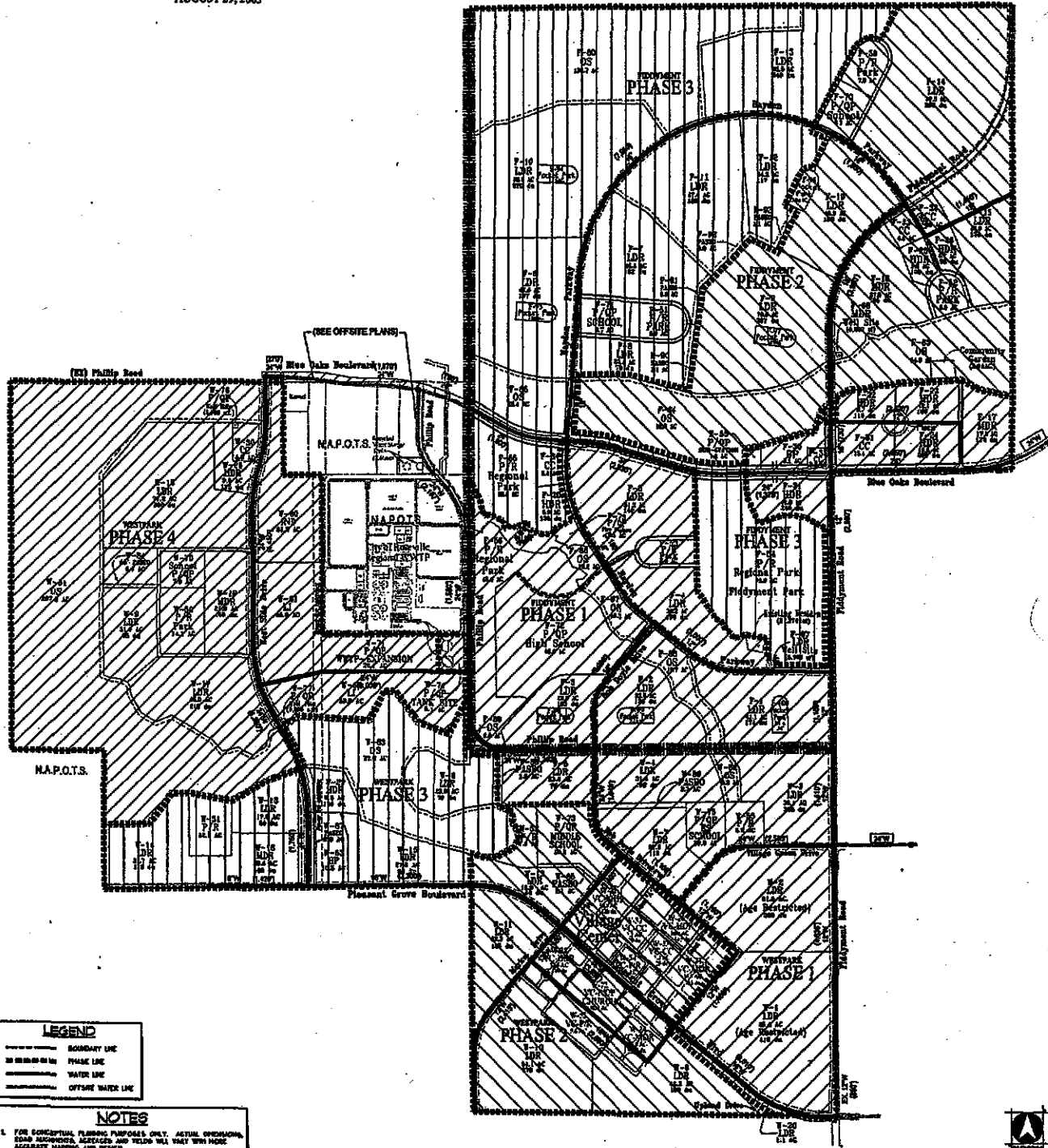
**WOOD RODGERS**  
 ENGINEERS & ARCHITECTS - PLANNING & ENVIRONMENTAL  
 8801 G ST., SUITE 100-B    TEL: 916.241.7798  
 SACRAMENTO, CA 95826    FAX: 916.241.7797

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# WATER PHASING EXHIBIT D WEST ROSEVILLE SPECIFIC PLAN FIDDYMMENT RANCH & WESTPARK


AUGUST 29, 2003



**LEGEND**

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--- (dotted line)	WATER LINE
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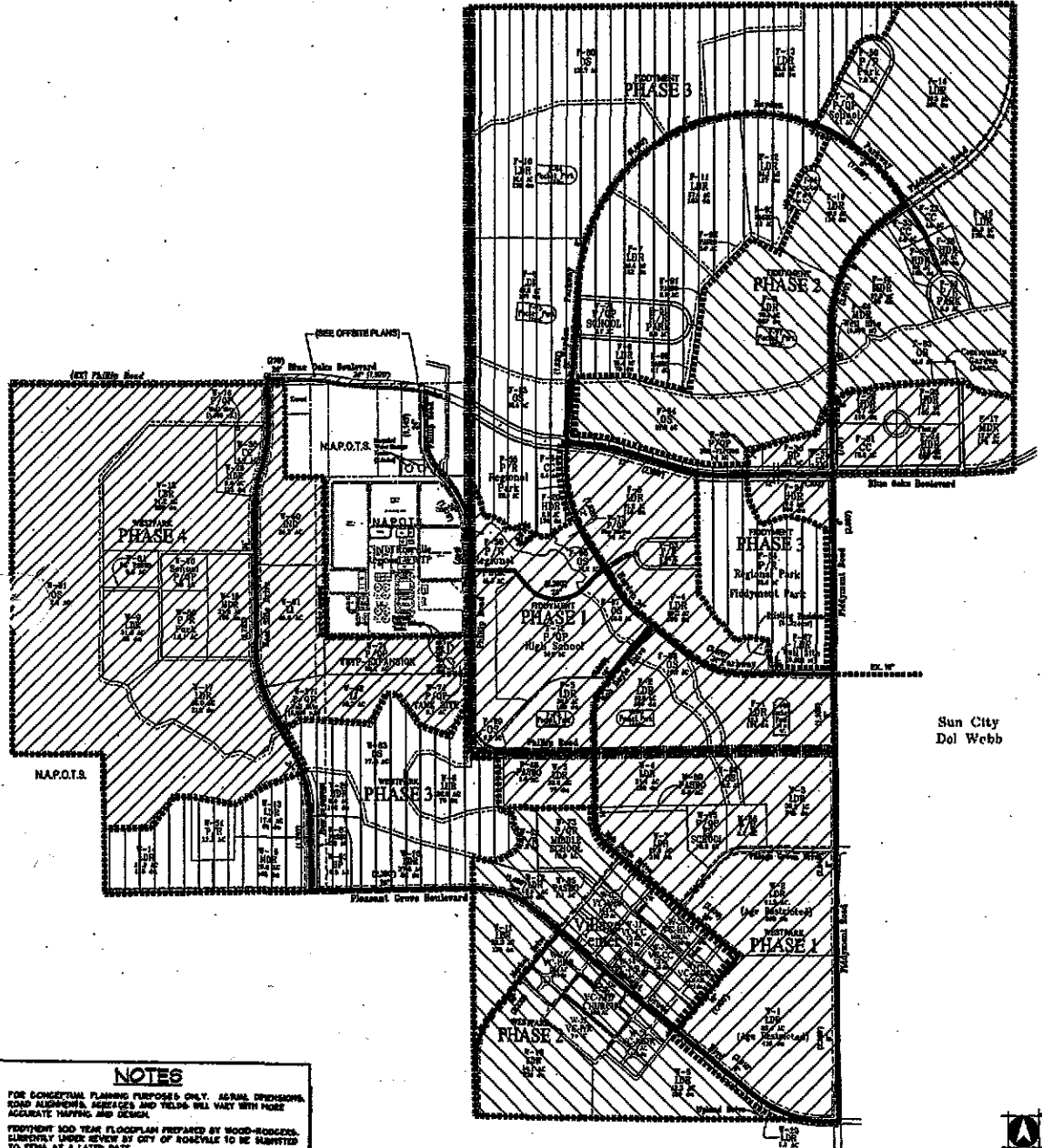
- NOTES**
1. FOR CONCEPTUAL PHASING PURPOSES ONLY. ACTUAL OPERATIONAL PHASE BOUNDARIES, SIZES, AND YIELDS WILL VARY WITH MORE ACCURATE MAPPING AND DESIGN.
  2. FIDDYMMENT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
  3. EXISTING TREES, GREEN CENTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOWN NOVEMBER 1998.
  4. COLORADO WATER OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY COLORADO AERIAL PHOTOGRAPHY FROM AERIAL PHOTO FLOWN APRIL 1998.
  5. FIDDYMMENT WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CARROLL ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 8, 1999 AND IS SUBJECT TO CHANGE.

  
 DRAFTER LAND USE PLAN (02/07)  
  
**WOOD RODGERS**  
 ENGINEERS - MAPPERS - PLANNERS - SURVEYORS  
 2307 G ST., SUITE 100-B    TEL 916.441.7700  
 Roseville, CA 95678    FAX 916.441.7707  
 WWW.WOODRODGERS.COM

F.30

0304 0000 0000 0000

RECYCLED WATER PHASING EXHIBIT-E  
 WEST ROSEVILLE SPECIFIC PLAN  
 FIDDYMMENT RANCH & WESTPARK  
 AUGUST 29, 2003



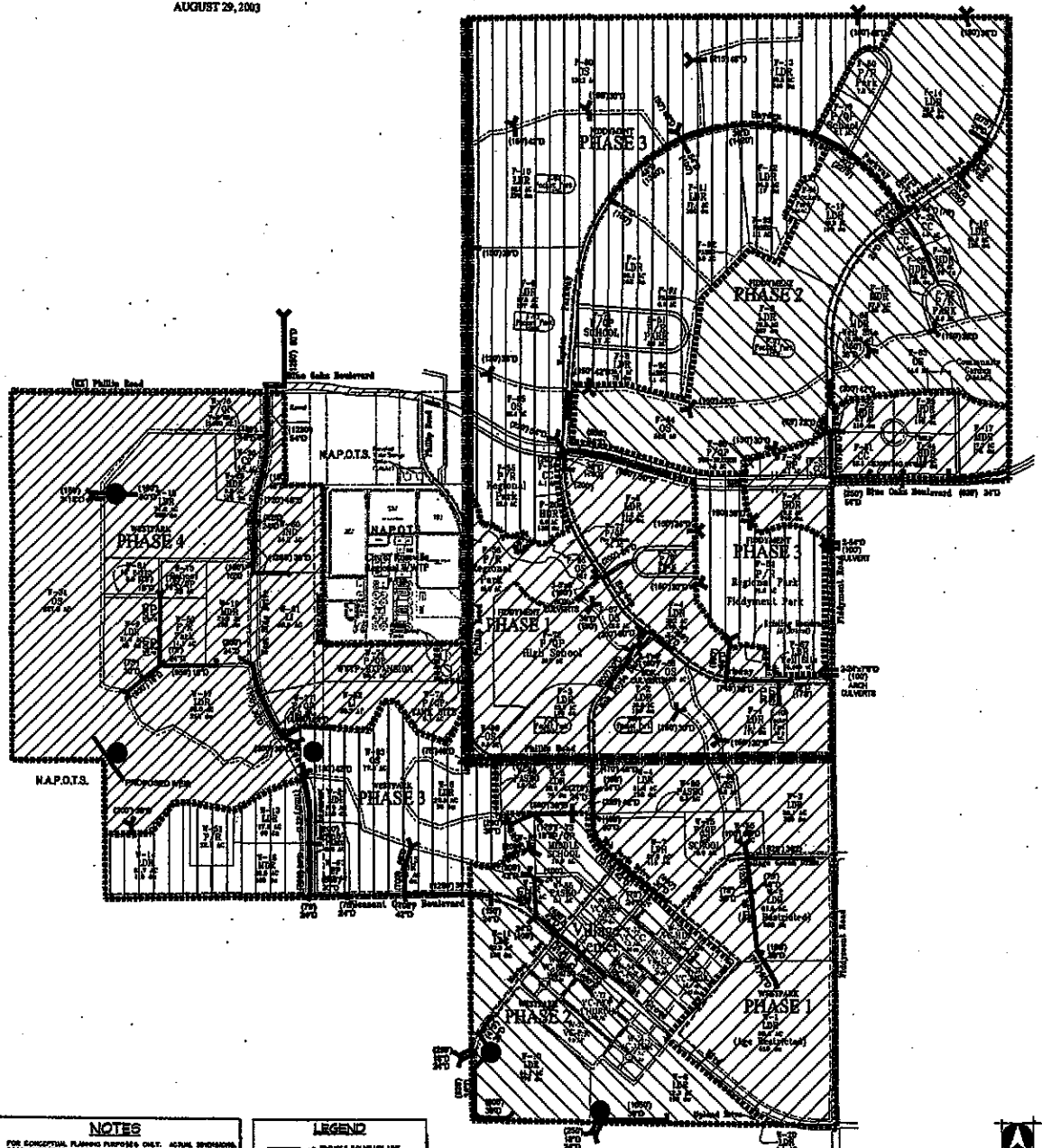
- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. AERIAL DIMENSIONS, ROAD ALIGNMENTS, SECTORS AND YIELDS WILL VARY WITH MORE ACCURATE TRAFFIC AND DESIGN.
  2. FUTURE 500 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSSVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
  3. EXISTING TREES, CREEK CENTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOOM NOVEMBER 1996.
  4. EXISTING WATERS OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY CREGG & SOKOLA, NOVEMBER 1996, FROM AERIAL PHOTO FLOOM APRIL 1996.
  5. FUTURE WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLLO ENGINEERS WITH PERMISSION OF CITY OF ROSSVILLE ON JANUARY 6, 2003, AND IS SUBJECT TO CHANGE.

  
 DRAFTER LAND USE PLAN (08/29/03)  
  
**WOOD-RODGERS**  
 ENGINEERS • ARCHITECTS • PLANNERS • ENVIRONMENTALISTS  
 2204 O St., Suite 100-B, The Woodlands, TX 77380  
 Sacramento, CA 95818 Fax 916-441-7782

Fig 1

010004 000000000075 00000

**STORM DRAIN PHASING EXHIBIT-F**  
**WEST ROSE TOWNSHIP SPECIFIC PLAN**  
**FIDDYMMENT RANCH & WESTPARK**  
 AUGUST 29, 2003



- NOTES**
- FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACCRUAL, SPECIFICATIONS, DESIGN, EXHIBITS, AGREEMENTS AND NOTES WILL VARY WITH FUTURE ACCURATE HOPPING AND DESIGN.
  - FOOTPRINT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS, CURRENTLY UNDER REVIEW BY CITY OF HOUSTON TO BE SUBMITTED TO FEMA AT A LATER DATE.
  - EXISTING TOPO, GROUND COVER, EASERS, UTILITIES, ETC. AND TOPOGRAHY PROVIDED BY THE DATE FROM AERIAL PHOTO FLIGHT DATED APRIL 1994.
  - EXISTING NOTES OF THE U.S. AIRBORNE PHOTO INTERPRETATION PROVIDED BY TIGHE + BONDEN, NOVEMBER 1994, FROM AERIAL PHOTO FLIGHT APRIL 1994.
  - PREPARED SUBMITTER'S EXISTING PLAN AND PLAN PROVIDED BY SHELLEY ENGINEERS AND ARCHITECTS OF CITY OF HOUSTON ON JANUARY 6, 1999 AND IS SUBJECT TO CHANGE.

**LEGEND**

	PROJECT BOUNDARY LINE
	PHASE LINE
	PROPERTY STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DETENTION BASIN LOCATION

**DRAFT 287 LAND USE PLAN (087)**

**WOOD-RODGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS

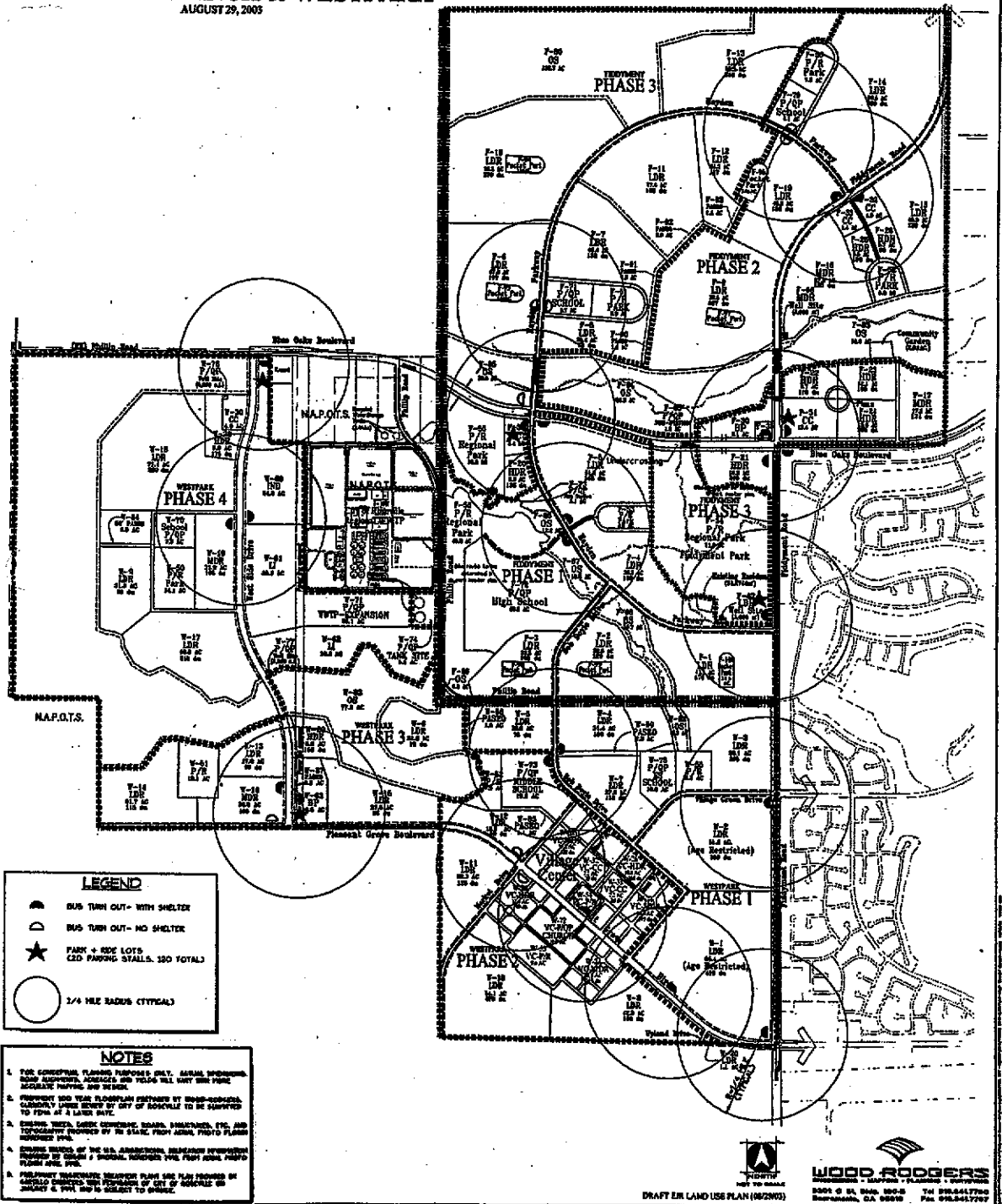
5401 D. 61, 2ND, 280-2    TEL 281-241-7700  
 HOUSTON, TX 77056    FAX 281-241-7707

F-77

00000000 00000000 00000000 00000000

TRANSIT USING EXHIBIT-G  
**WEST ROSEVILLE SPECIFIC PLAN**  
**FIDDYMENT RANCH & WESTPARK**

AUGUST 29, 2005



**LEGEND**

- BUS TURN OUT- WITH SHELTER
- BUS TURN OUT- NO SHELTER
- PARK + RIDE LOTS  
CED PARKING STALLS: 120 TOTAL
- 1/4 MILE RADIUS (TYPICAL)

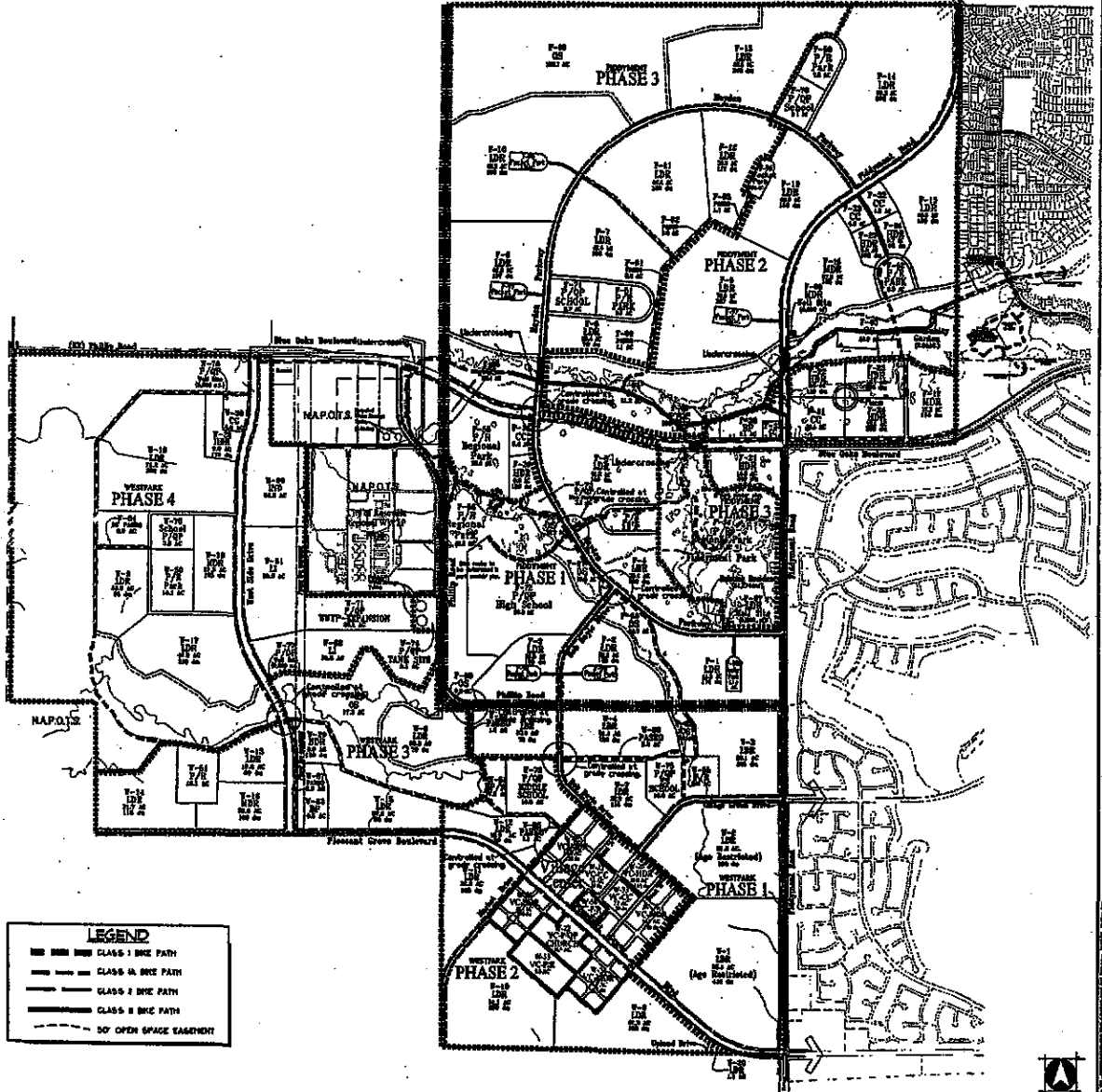
**NOTES**

1. THIS CONCEPTUAL PLANNING PURPOSES ONLY. AERIAL PHOTOGRAPHS, MAPS, SURVEYS, RECORDS AND RECORDS WILL VARY AND THERE ARE NO WARRANTIES MADE BY THE CITY OF ROSWELL.
2. PROPERTY AND YEAR FLOORPLAN FOOTAGE BY HOUSING-ASSIGNED, CLASSIFY LINES BOUND BY CITY OF ROSWELL TO BE SURVEYED TO TOP OF A LAND SURVEY.
3. EXISTING UTILITIES, EARTH CONTOURS, SHADOWS, SHADING, ETC. ARE TOPOGRAPHIC FEATURES OF THE STATE, FISH AND WILDLIFE PLANNING DIVISION AND THE CITY OF ROSWELL.
4. EXISTING UTILITIES OF THE U.S. ARMY CORP. ENGINEERING DIVISION, BARRAGE AND CANALS, AND THE CITY OF ROSWELL ARE SHOWN FOR INFORMATION PURPOSES ONLY.
5. FUTURE PLANNING AND DEVELOPMENT PLANS ARE SUBJECT TO CHANGE AND WILL BE SUBJECT TO CHANGE.

**WOOD RODGERS**  
 ARCHITECTS & ENGINEERS  
 5000 N. HENRY ROAD, SUITE 100  
 ROSWELL, GA 30076  
 TEL: 404.582.1700  
 FAX: 404.582.1700

F-77

BIKE PATH PHASING EXHIBIT-H  
 WEST ROSEVILLE SPECIFIC PLAN  
 FIDDYMENT RANCH & WESTPARK  
 AUGUST 29, 2003



**LEGEND**

—	CLASS 1 BIKE PATH
—	CLASS 2A BIKE PATH
—	CLASS 3 BIKE PATH
—	CLASS 4 BIKE PATH
---	50' OPEN SPACE EASEMENT



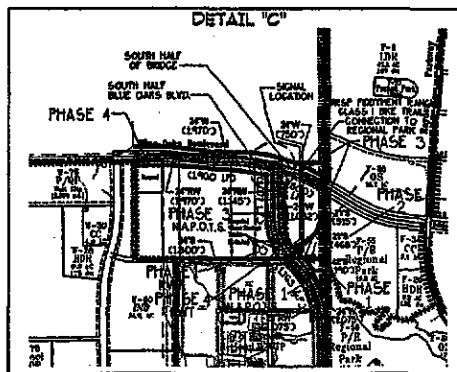
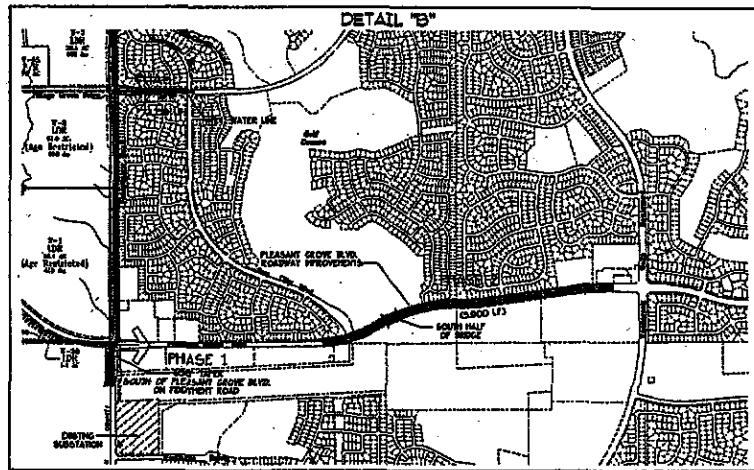
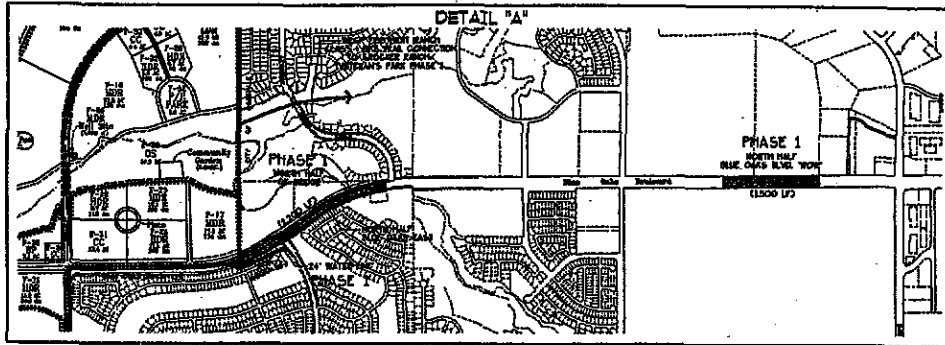
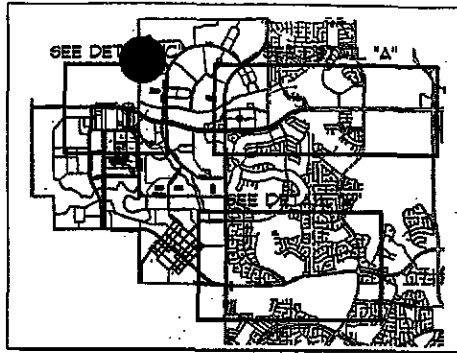
DRAFTER LAND USE PLAN (06/2003)

**WOOD RODGERS**  
 ENGINEERS • PLANNERS • ARCHITECTS  
 2201 O ST., SUITE 200-2 TAMPA, FL 33606  
 Telephone: 813-988-1700 Fax: 813-988-1707

F-35

0804 0000 0001 0112  
 0304 0000 0135 0112

OFFSITE INFRASTRUCTURE PHASING-I  
 WEST SEVILLE SPECIFIC PLAN  
 FIDDYMENT RANCH & WESTPARK  
 AUGUST 29, 2005



**LEGEND**

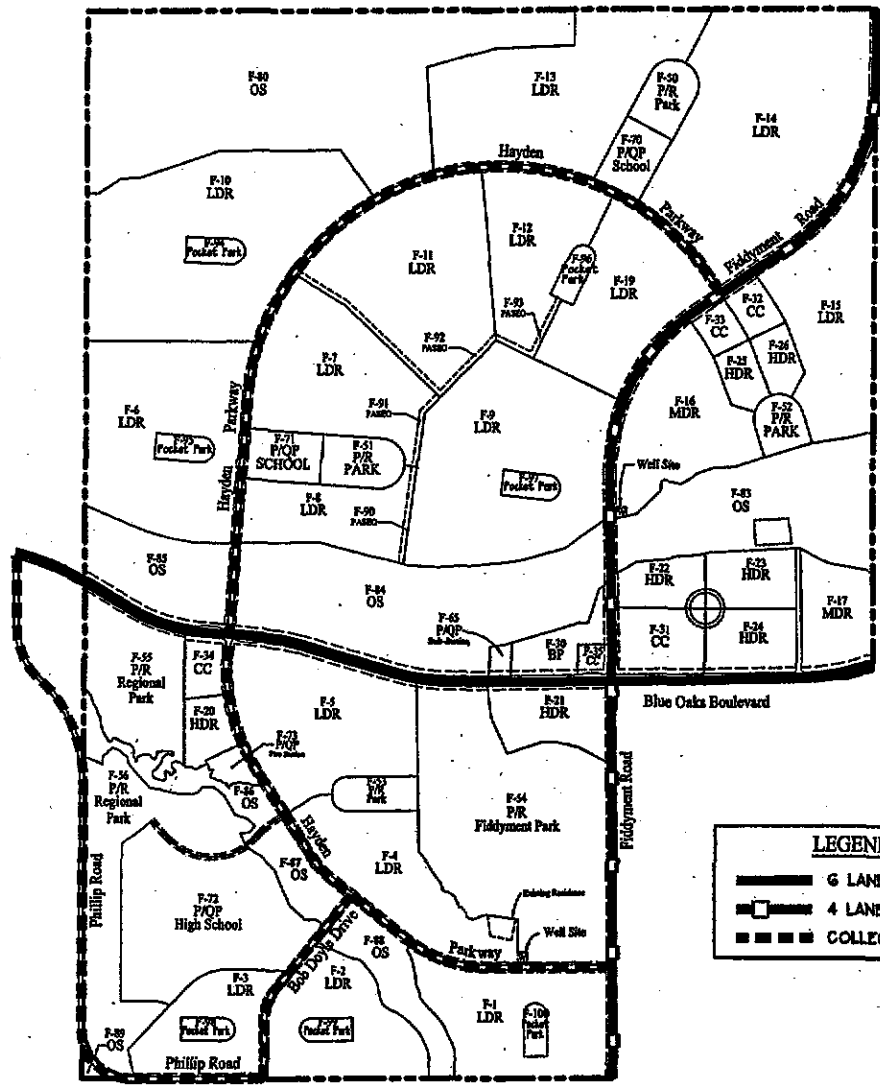
	OFFSITE INFRASTRUCTURE
	PROPOSED CLASS 1 SIDE TRAIL CONNECTION
	OFFSITE WATER OR ESTABLISHED WATER LINES

- NOTES**
1. THE COMPLETE PLANNED PHASING DATE, ADJUST PROPOSED DATE APPROVED, SUBJECT TO THE CITY AND THE LOCAL GOVERNMENT'S REVIEW AND ACTION.
  2. PHASING AND TRAIL CONNECTIONS SHOWN BY TRANSPARENT LINES. PHASING AND TRAIL CONNECTIONS TO BE SHOWN BY SOLID LINES.
  3. SIGNAL LOCATIONS SHOWN BY THE CITY, SUBJECT TO THE CITY AND THE LOCAL GOVERNMENT'S REVIEW AND ACTION.
  4. PHASING AND TRAIL CONNECTIONS SHOWN BY TRANSPARENT LINES. PHASING AND TRAIL CONNECTIONS TO BE SHOWN BY SOLID LINES.

WOOD ROGERS  
 DRAFT PHASING PLAN (2005)

2.3.4

# Exhibit G Road Improvements



LEGEND	
	6 LANE ARTERIAL
	4 LANE ARTERIAL
	COLLECTOR



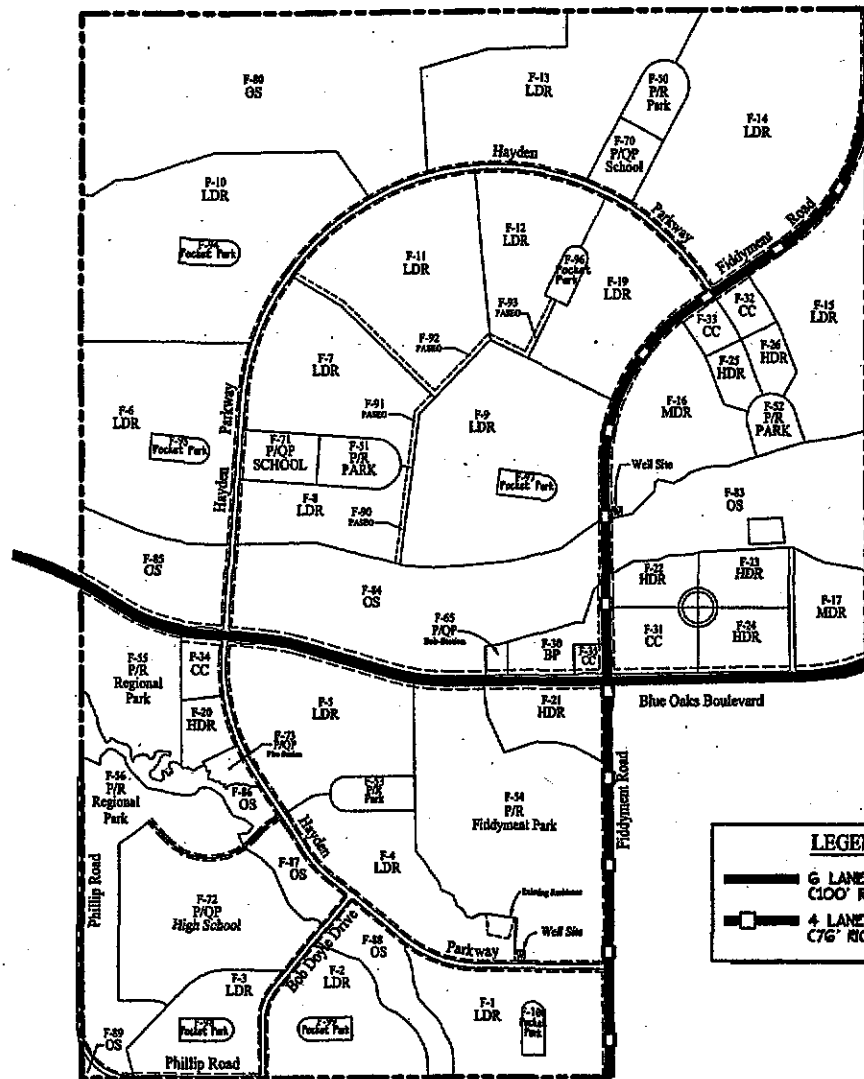
SCALE: 1"=1500'

**WOOD ROGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS  
 2001 G St., Ste. 1000 • Columbus, GA 31906  
 Tel: 706.321.7777 Fax: 706.321.7777

1. 4/24/04 6:00  
 2. 4/24/04 6:00  
 3. 4/24/04 6:00  
 4. 4/24/04 6:00  
 5. 4/24/04 6:00  
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 99. 4/24/04 6:00  
 100. 4/24/04 6:00

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# Exhibit H Arterial Roadways



**LEGEND**

6 LANE ARTERIAL  
 (100' RIGHT OF WAY)

4 LANE ARTERIAL  
 (76' RIGHT OF WAY)



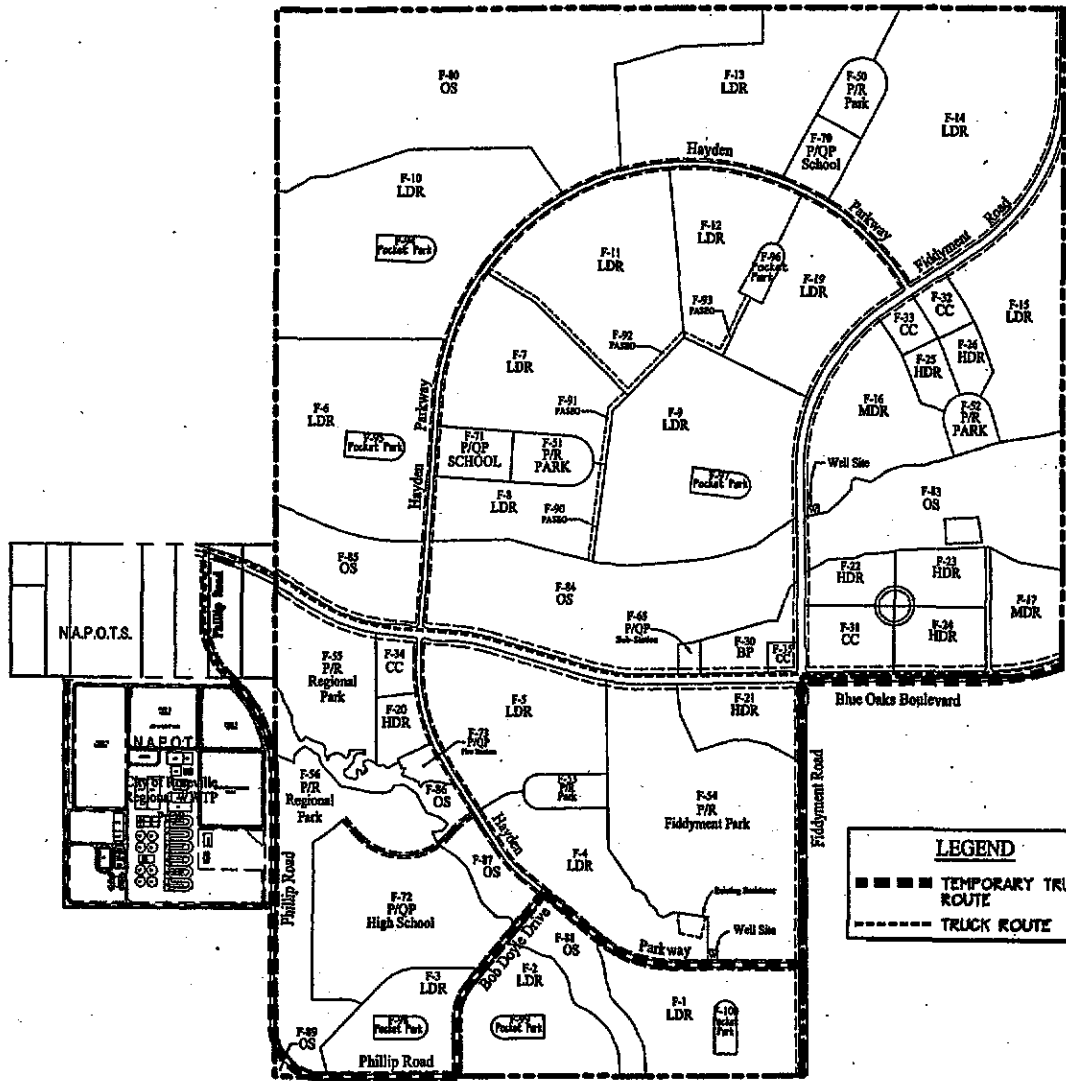
SCALE: 1" = 1500'

**WOOD RODGERS**  
 ENGINEERS - SURVEYORS - PLANNERS - ARCHITECTS

6001 G St., Suite 100-2    Tel: 478-541-7700  
 Marietta, GA 30067    Fax: 478-541-7707

0304 0000 0135 0114

# Exhibit I Temporary Truck Route Serving Treatment Plant



SCALE: 1" = 1500'

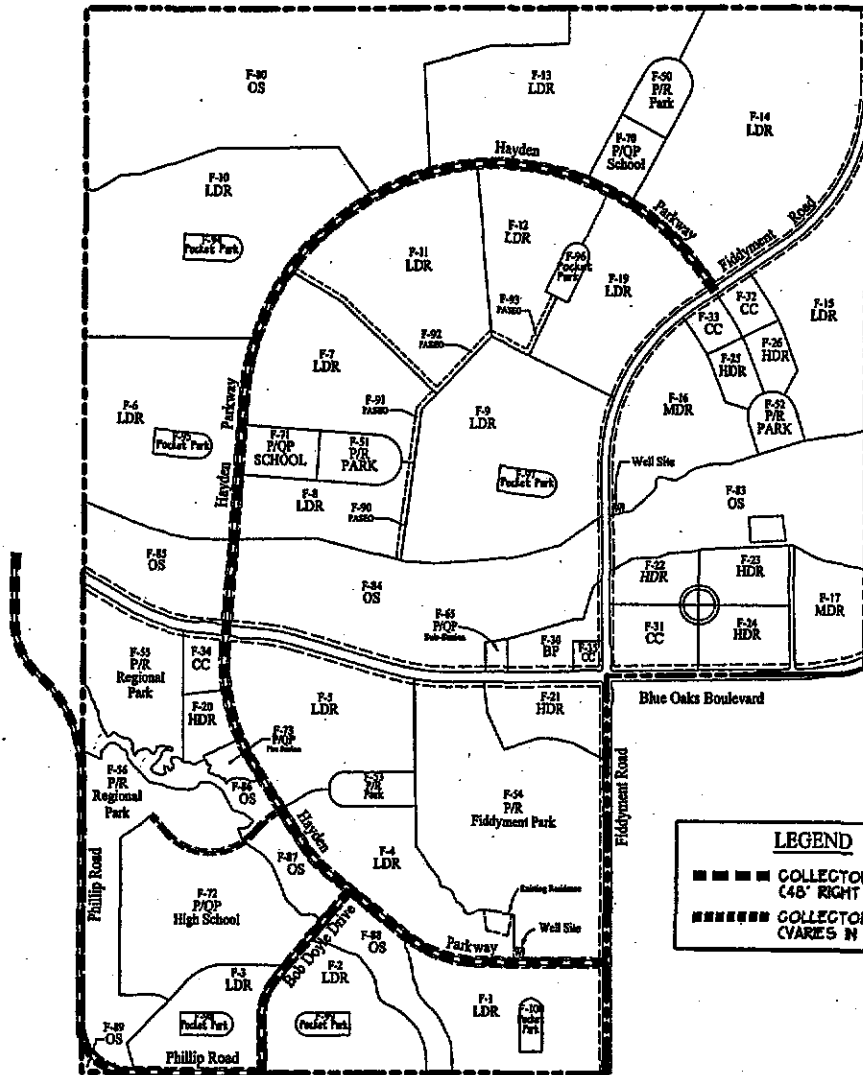
**WOOD RODGERS**  
ENGINEERING - SURVEY - PLANNING - ENVIRONMENTAL

2805 G St., Ste. 100-2    Tel: 616-241-7700  
Beverly Hills, MA 01924    Fax: 616-241-7707

1. Planning 12/11/03 4. Design 04/01/04

0000 0000 0135 0116  
0000 0000 0001 0116

# Exhibit J Collector Streets



**LEGEND**

- COLLECTOR (48' RIGHT OF WAY)
- COLLECTOR (VARIES IN WIDTH)

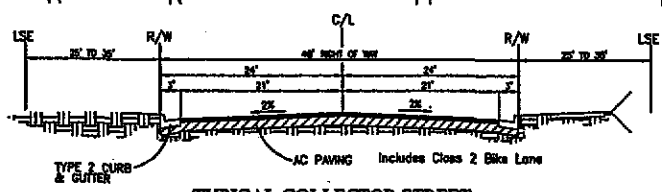
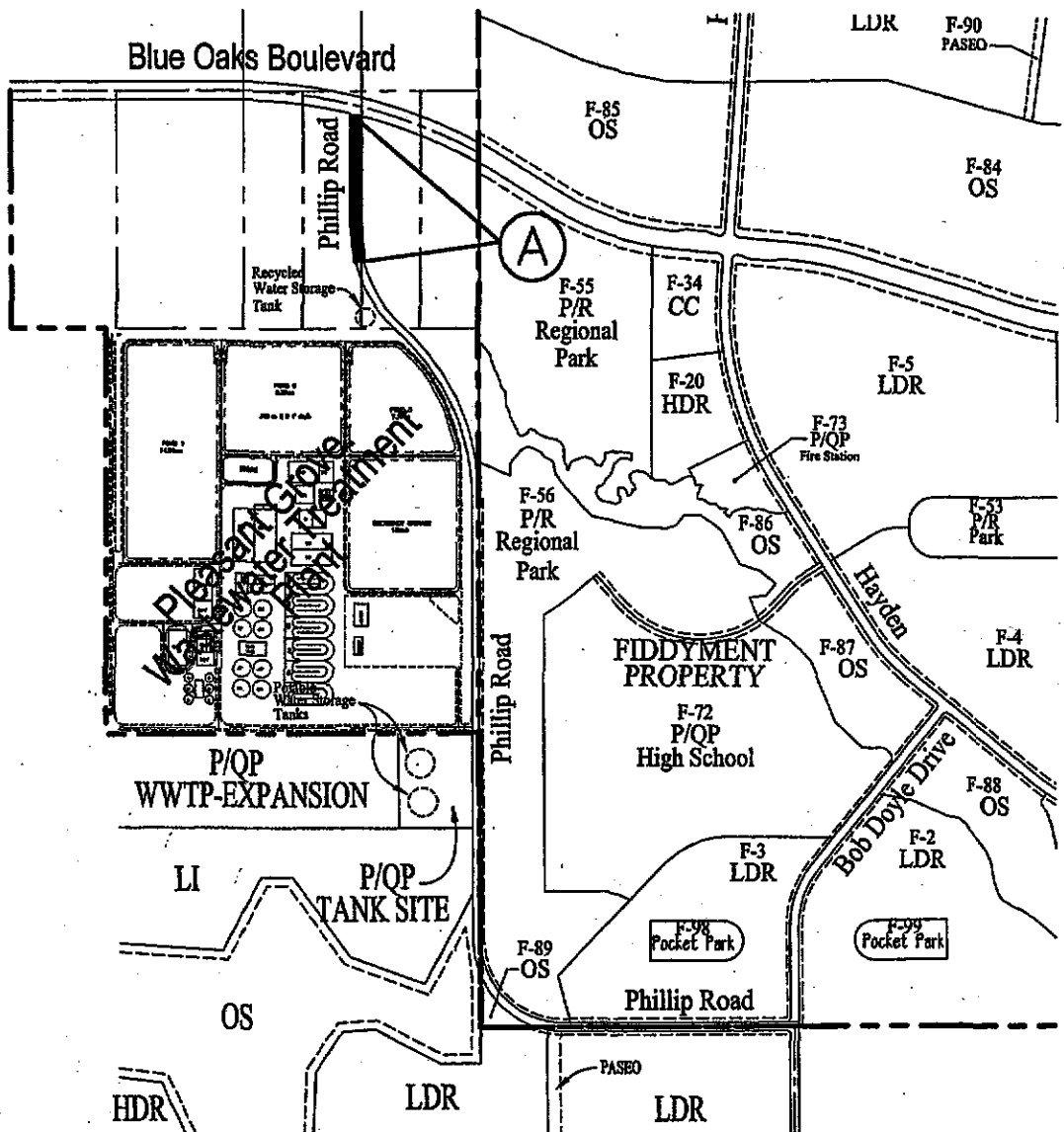


SCALE: 1"=1500'

**WOOD RODGERS**  
 ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS  
 8807 O St., Suite 300-B Tel 913.241.7750  
 Overland Park, KS 66207 Fax 913.241.7797

0804 0000 0125 0117

Exhibit K  
Phillip Road



**LEGEND**

	PHILLIP ROAD
--	--------------



SCALE: 1"=100'

**TYPICAL COLLECTOR STREET  
48' RIGHT OF WAY**  
NOTES OF SWIP & ADJUNCT TO RESIDENTIAL MTS

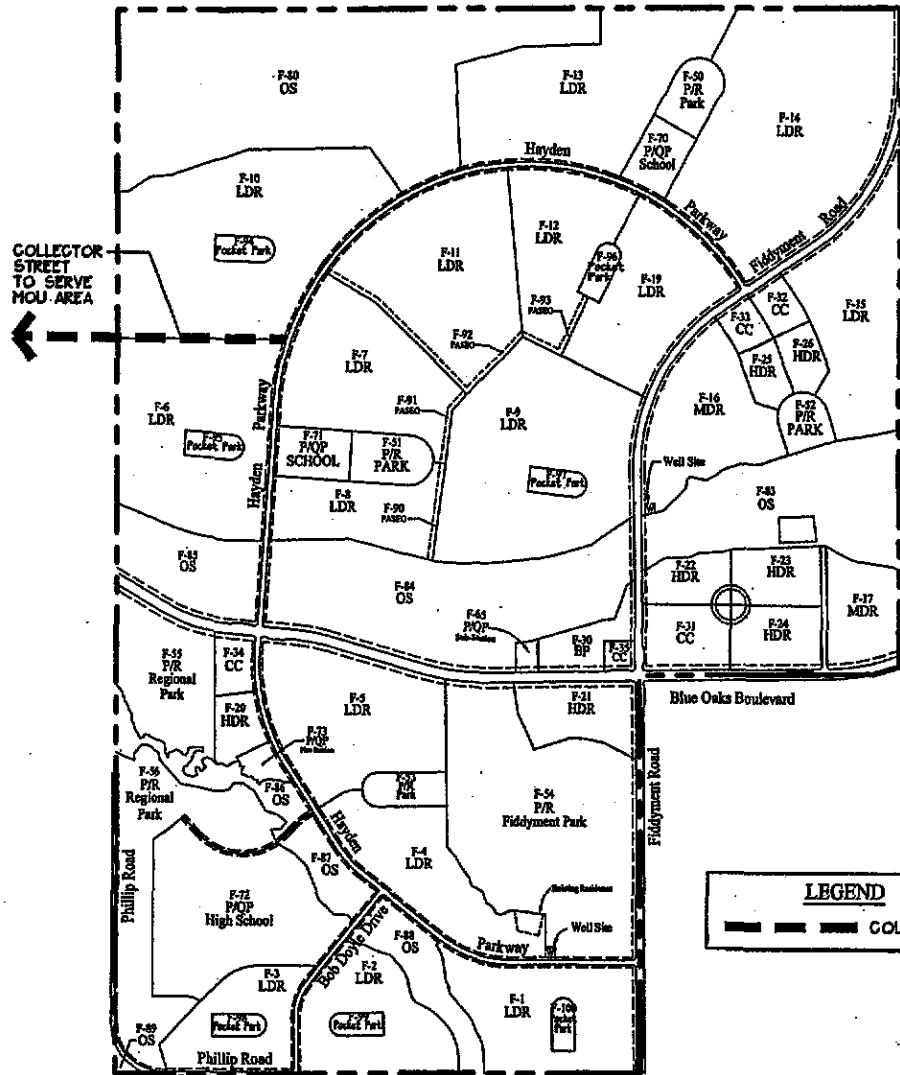
**WOOD ROBBERS**  
ENGINEERING & PLANNING  
2001 G St., Ste. 100-B  
Buckhead, GA 30309  
Tel: 404.417.7700  
Fax: 404.417.7700

Vertical text on the right edge of the drawing, likely a project or drawing number.





# Exhibit N East West Collector Serving Property Owners to the West



**LEGEND**

— — — — — COLLECTOR

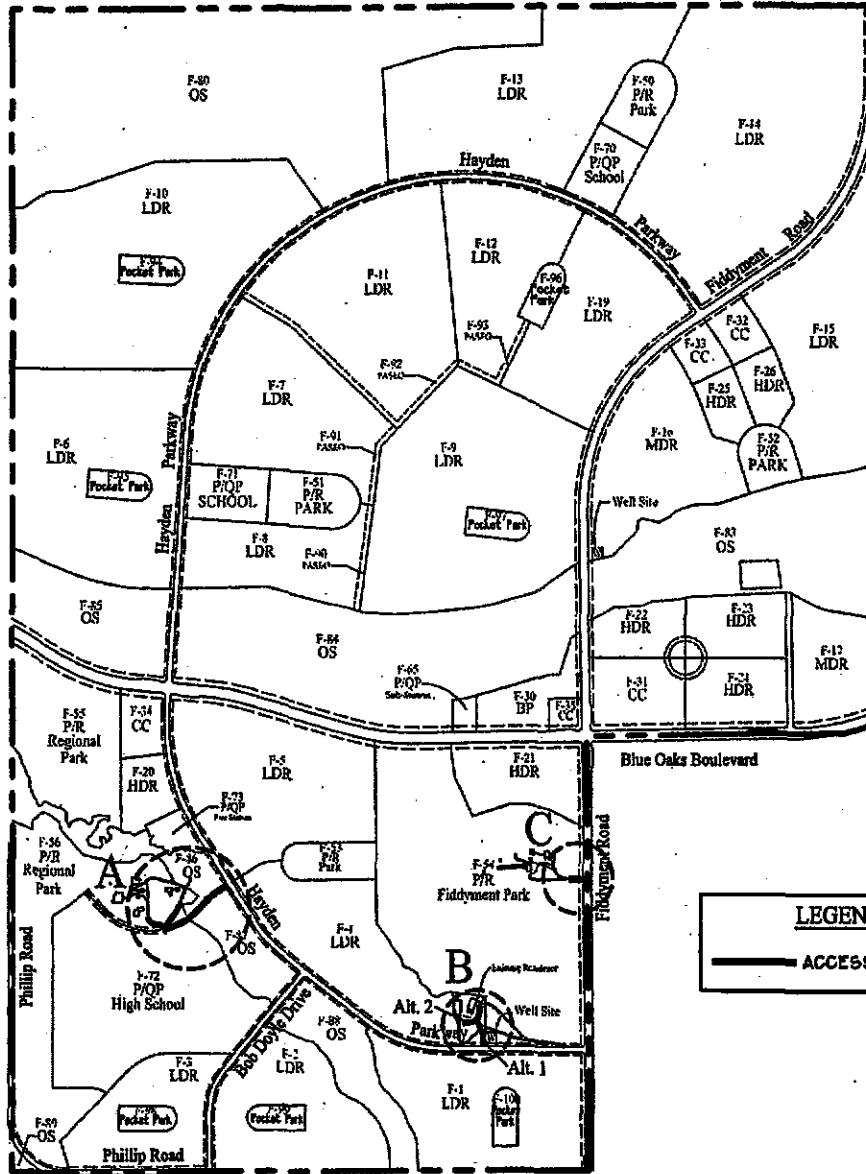


SCALE: 1"=1500'

**WOOD RODGERS**  
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS

2005 G St., Suite 2000    Tel: 912.437.7700  
 Savannah, GA 31405    Fax: 912.437.7707

# Exhibit O Access for Existing Residences



**LEGEND**  
 ACCESS LOCATION

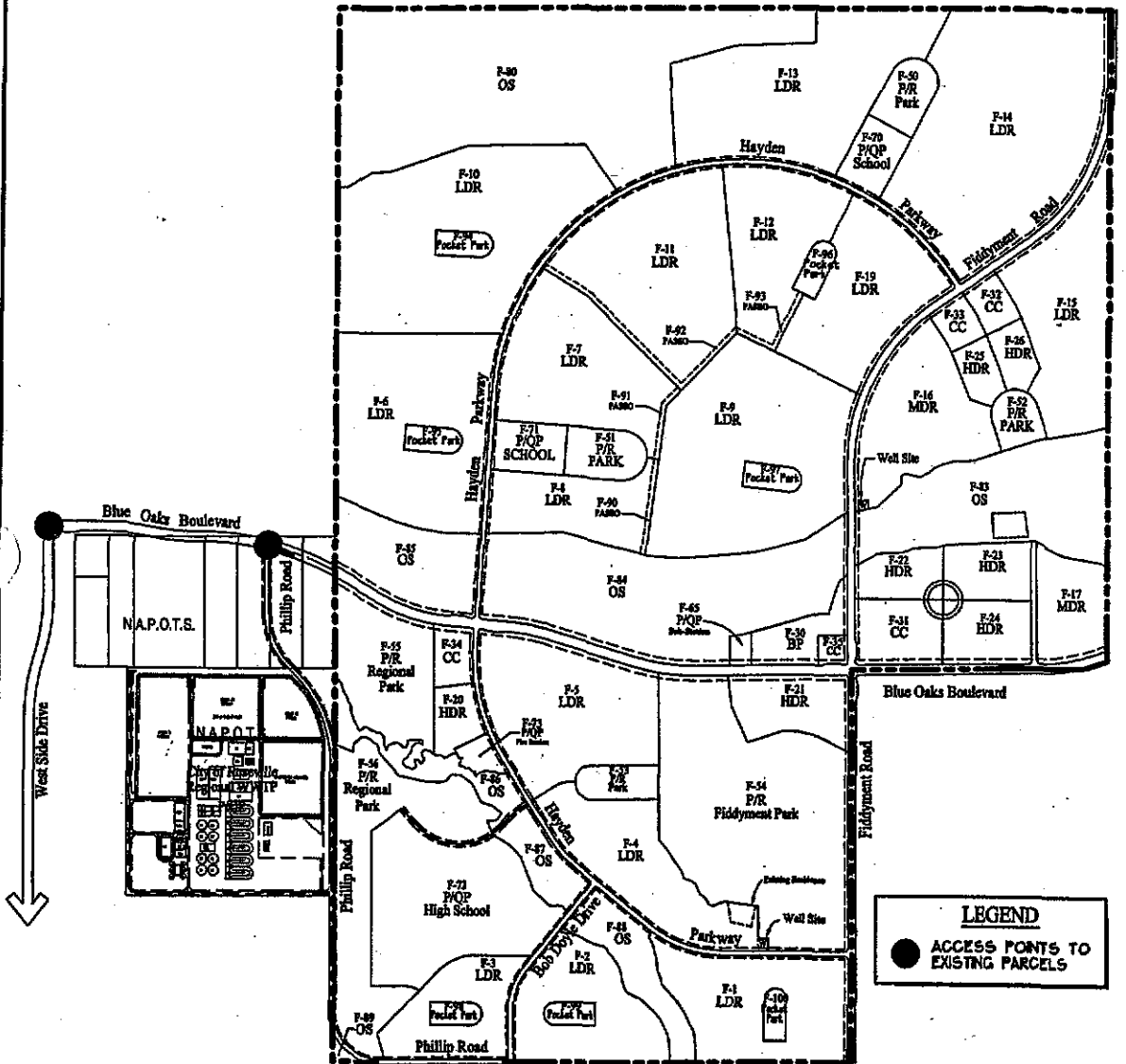


SCALE: 1"=150'

**WOOD ROGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS  
 2801 G St., Suite 100-B Tallahassee, FL 32302  
 Tel: 904-241-7700 Fax: 904-241-7707

0122 0100 0000 0004 0304  
 0122 0135 0000 0000 0304

# Exhibit P Access to Residences within MOU Area



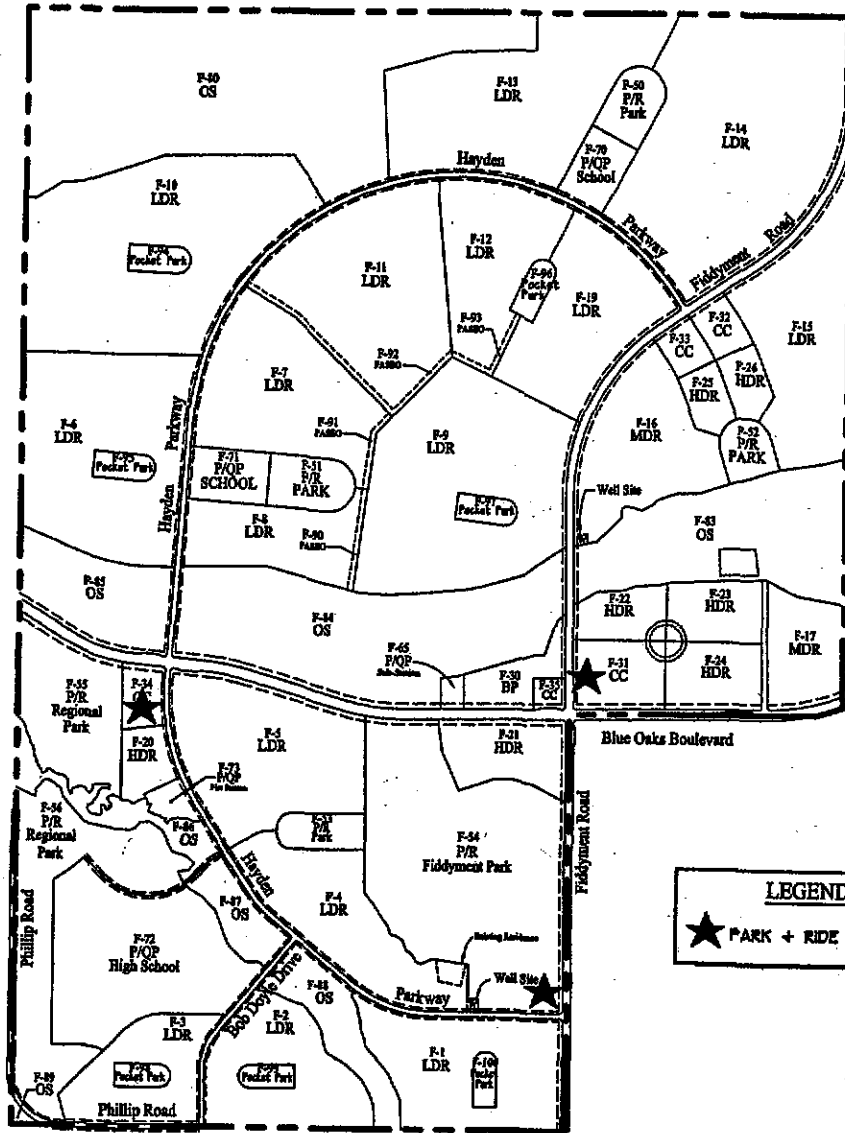
**LEGEND**  
 ACCESS POINTS TO EXISTING PARCELS



SCALE: 1" = 1500'

**WOOD ROGERS**  
 ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS  
 2001 S. GA. HIGHWAY 282-S    TEL: 578-617700  
 GAITHERSBURG, GA 30828    FAX: 578-617757

# Exhibit Q Park & Ride Lots



**LEGEND**

★ PARK + RIDE LOCATION



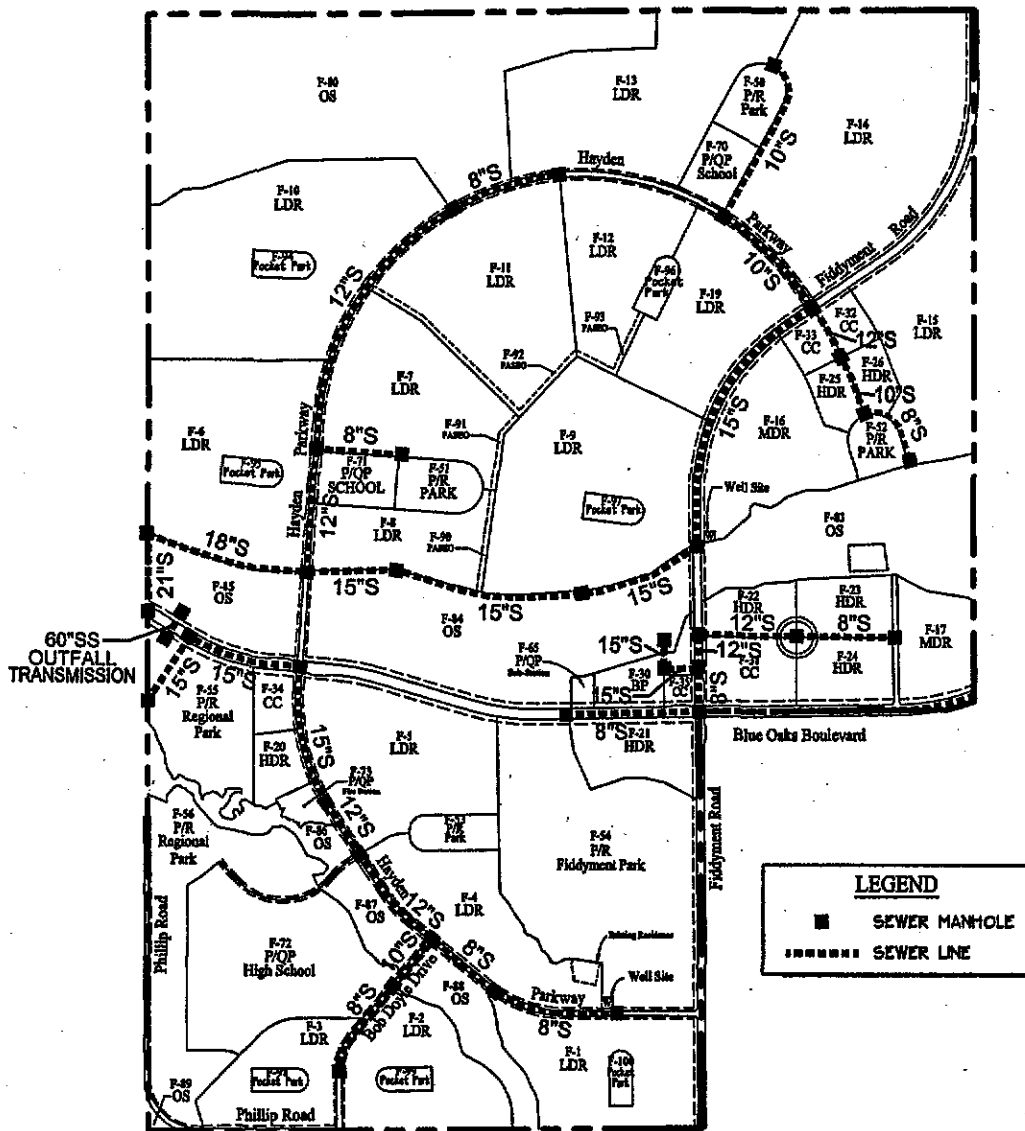
SCALE: 1" = 1500'

**WOOD RODGERS**  
ARCHITECTS • ENGINEERS • PLANNERS • CONSULTANTS  
 2001 O St., Suite 100-S    Tel: 912.641.7700  
 Decatur, GA 30030    Fax: 912.641.7707

00000 00000 00000 00000



# Exhibit S Sewer Facilities



SCALE: 1"=1500'

**LEGEND**

■ SEWER MANHOLE

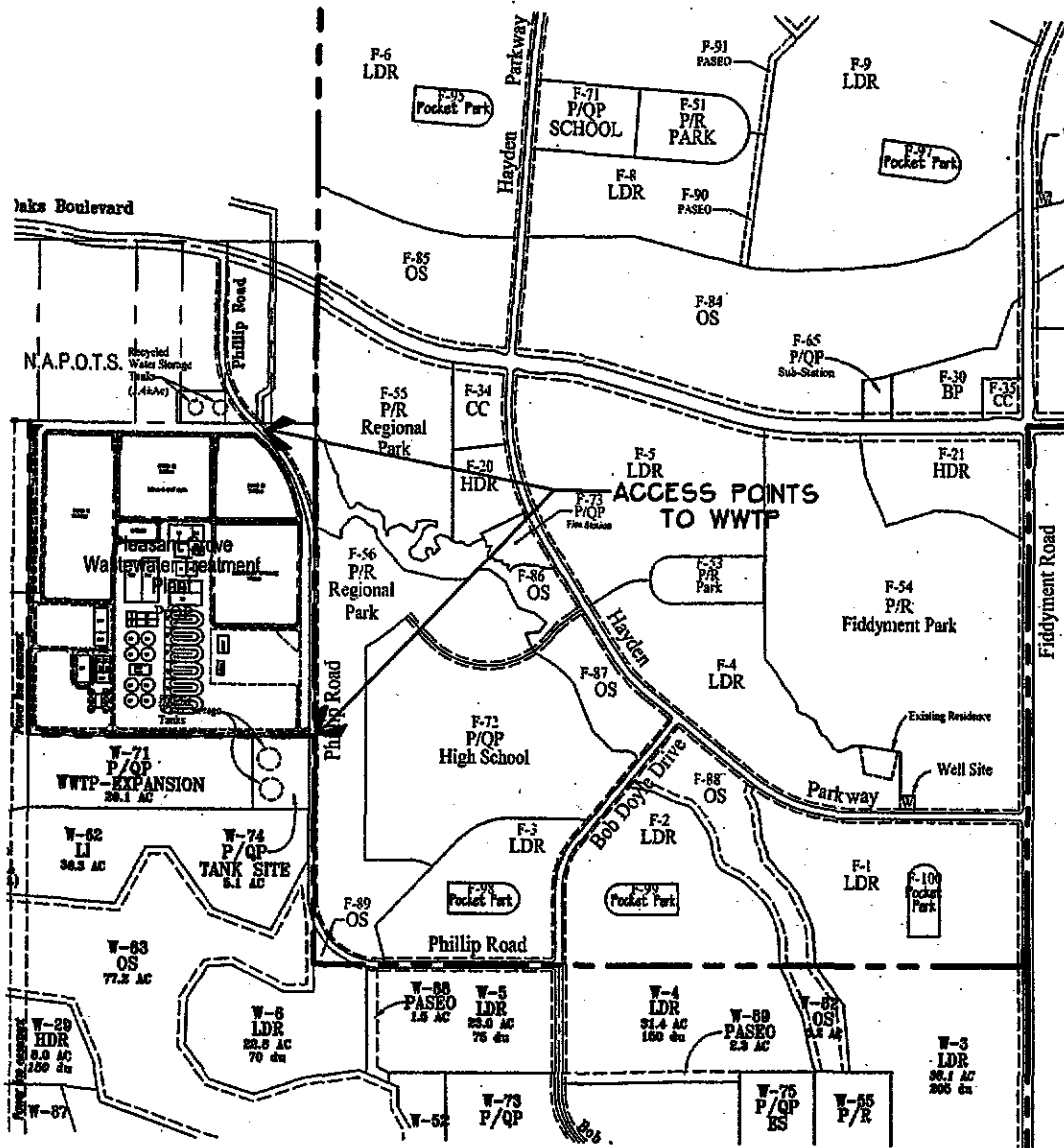
----- SEWER LINE

**WOOD ROGERS**  
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS

2001 S. 94. Street, 100-2     Tel: 912-241-7700  
 Savannah, GA 30909     Fax: 912-241-7707

# Exhibit T

## Access to Pleasant Grove Wastewater Treatment Plant



SCALE: 1" = 1000'

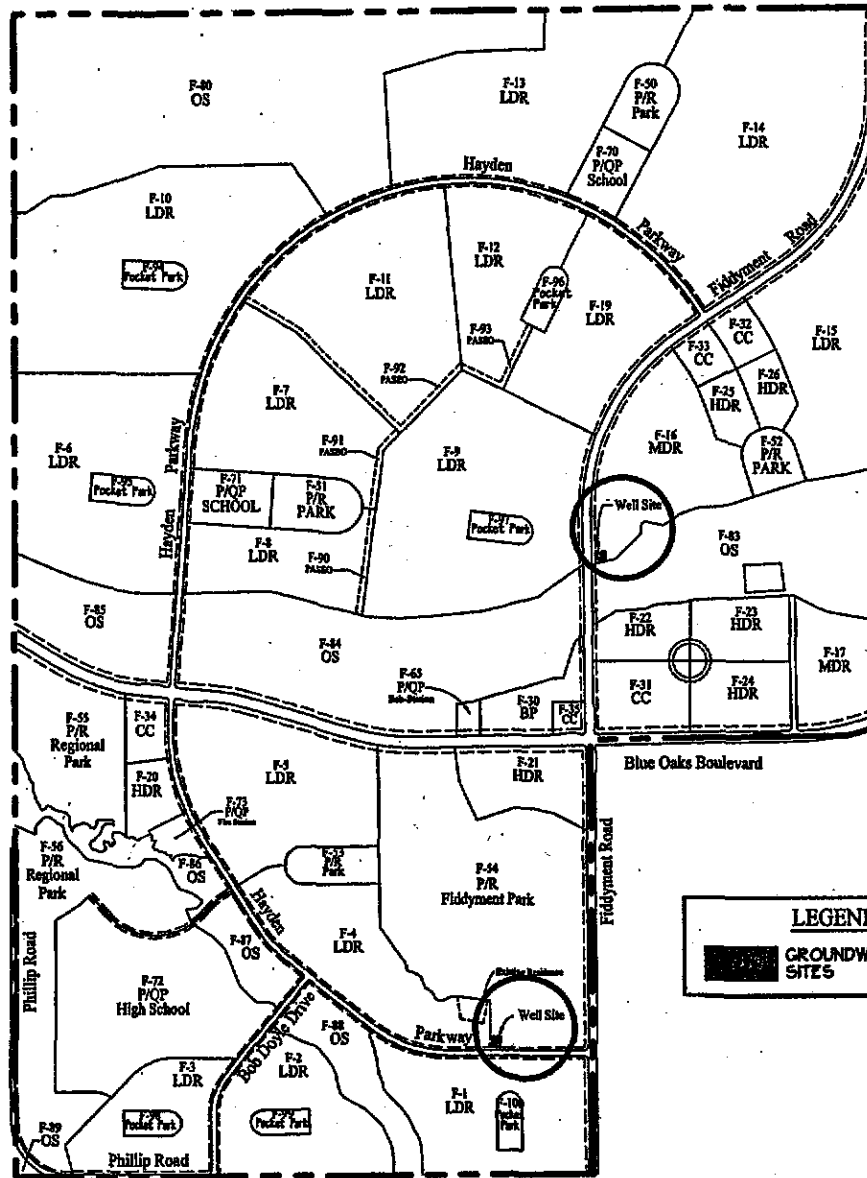
**WOOD RODGERS**  
 ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS

2001 G St. Ste. 1000    Tel: 678-417700  
 Marietta, GA 30066    Fax: 678-417707





# Exhibit W Location of Groundwater Wells



SCALE: 1"=1500'

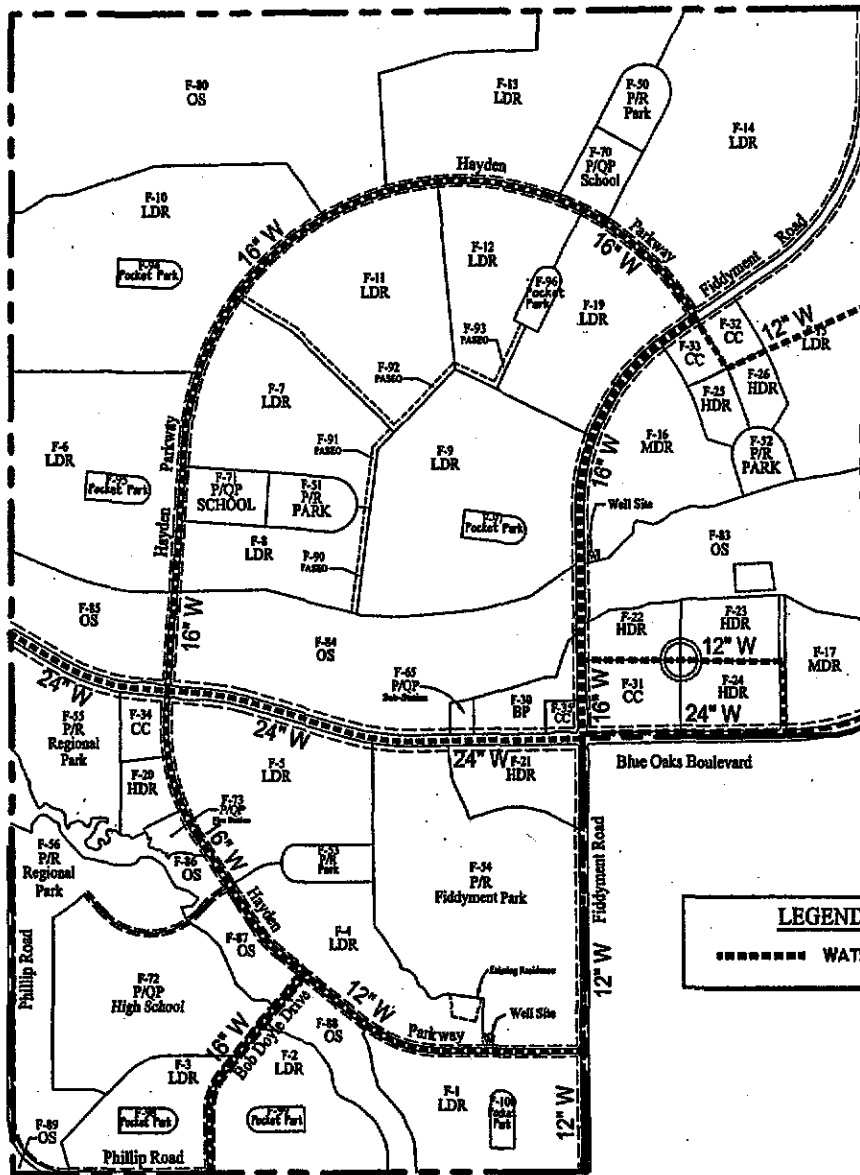
**WOOD RODGERS**  
ENGINEERS - SURVEYORS - PLANNERS - ENVIRONMENTALISTS

2001 G St., Ste. 100-B  
Sacramento, CA 95811

Tel: 916.941.7700  
Fax: 916.941.7707

0304 0000 0105 0130

# Exhibit X Water Facilities



**LEGEND**  
 WATER LINE

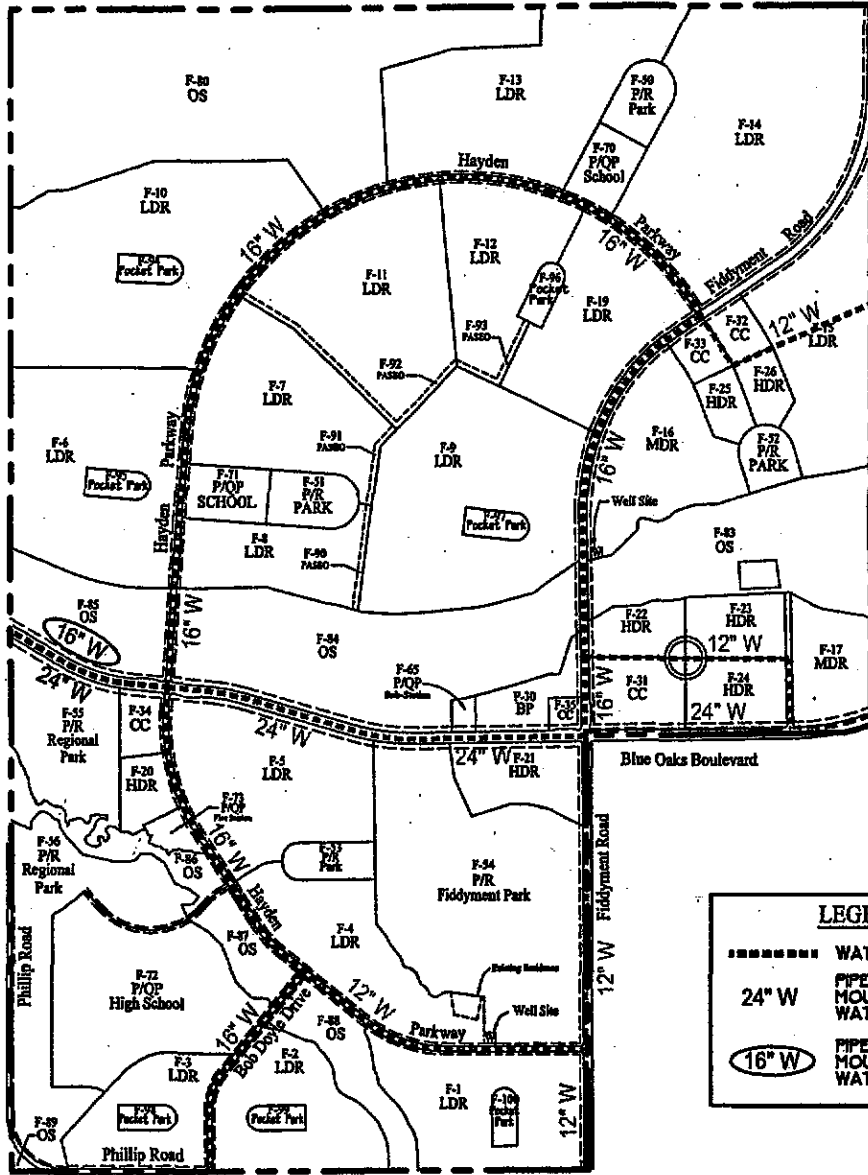


SCALE: 1"=1500'

**WOOD RODGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - ENVIRONMENTALISTS  
 2001 G St. S.W. P.O. Box 17700  
 Sacramento, CA 95817 Tel: 916-441-7700  
 Fax: 916-441-7707

# Exhibit Y

## Oversized Water Facilities for Reimbursement



LEGEND	
	WATER LINE
24" W	PIPE SIZE WITH MOU DEMANDS WATER LINE
16" W	PIPE SIZE WITHOUT MOU DEMANDS WATER LINE

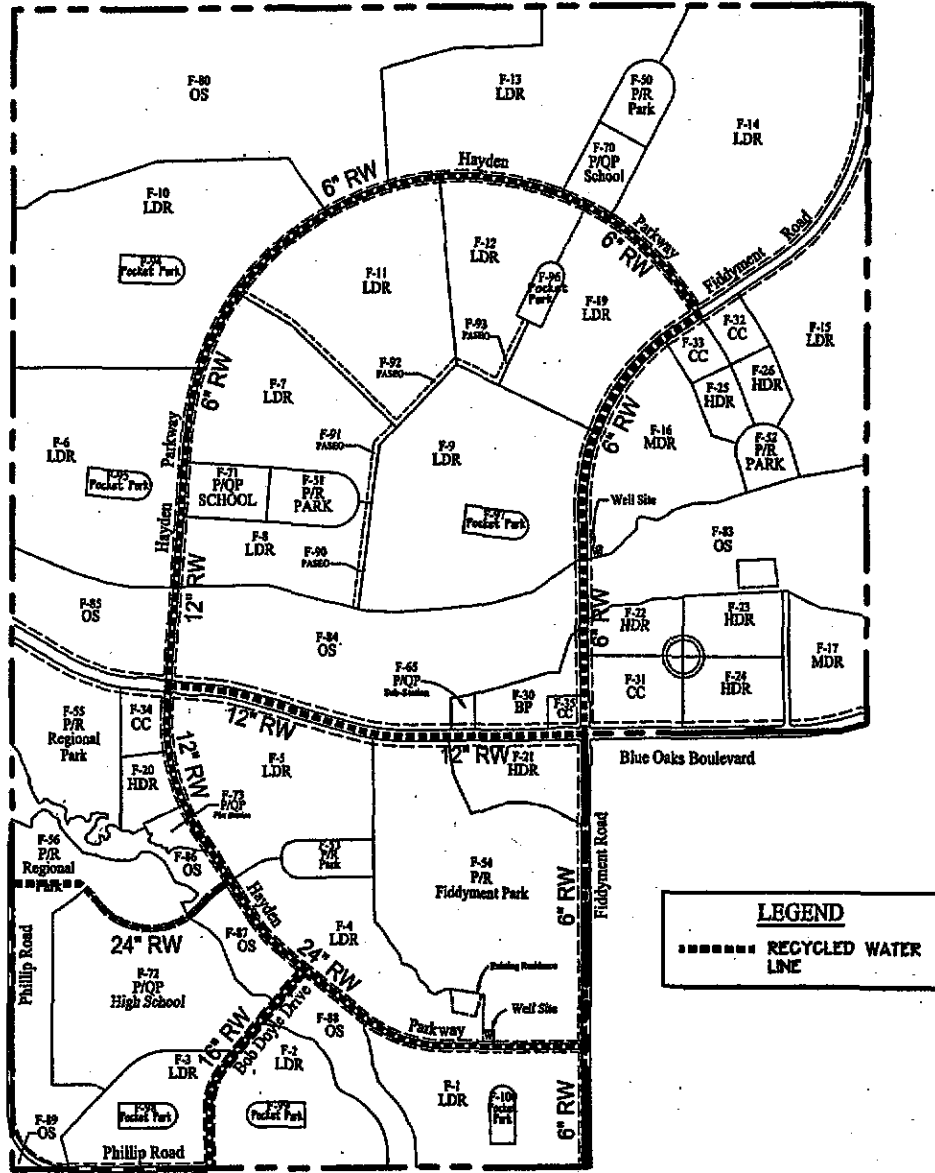


SCALE: 1"=1500'

**WOOD RODGERS**  
ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS

2001 G St., Ste. 100-B    Tel: 912.541.7700  
 Savannah, GA 30316    Fax: 912.541.7707

# Exhibit Z Recycled Water Facilities

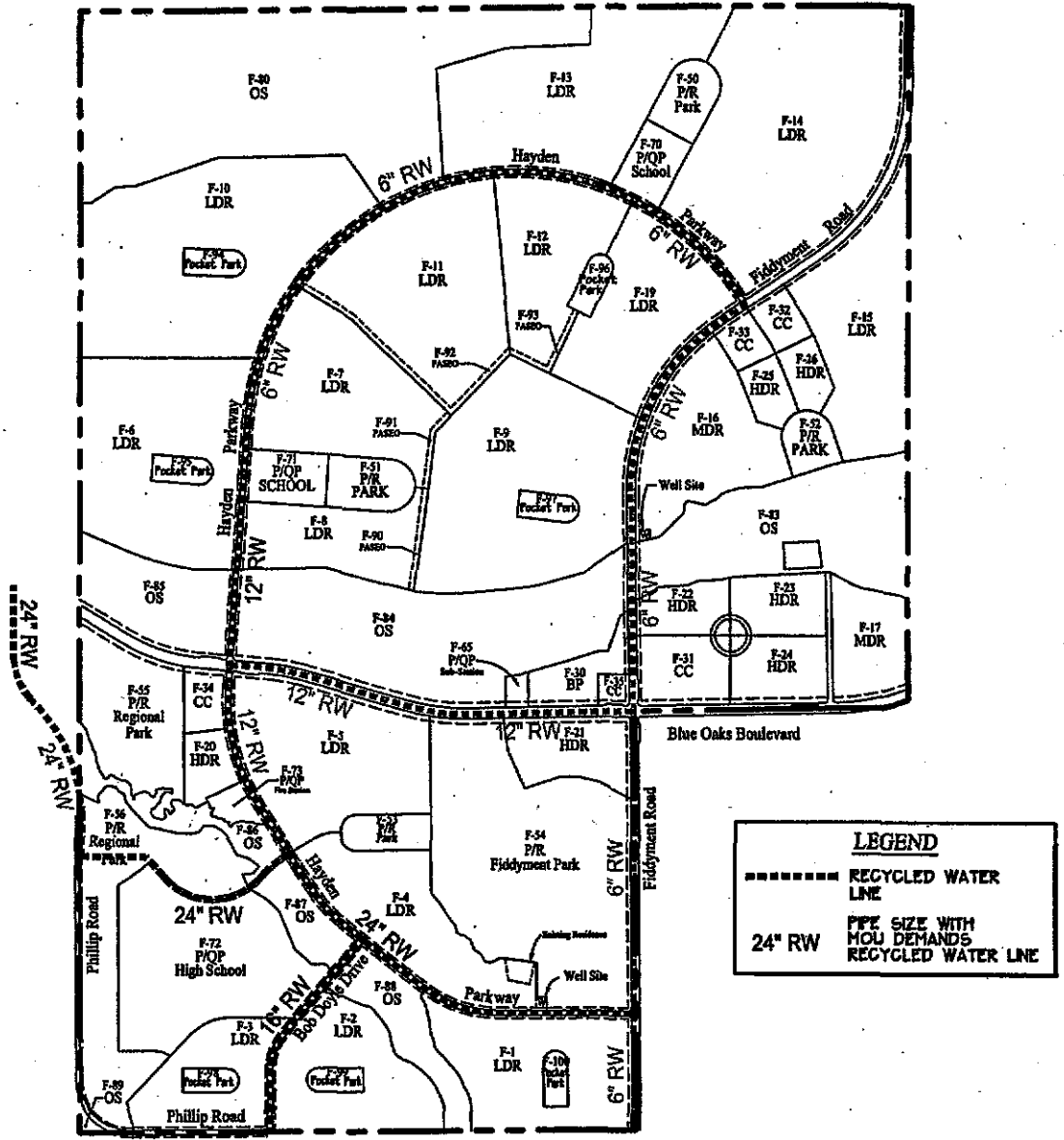


  
NORTH  
SCALE: 1"=150'

  
**WOOD RODGERS**  
ENGINEERING • ARCHITECTURE • PLANNING • SURVEYING  
2001 O St., Suite 100-5  
Sacramento, CA 95811  
Tel: 916.841.7700  
Fax: 916.841.7701

030-4 (0000) 0000 0000

Exhibit AA  
**Oversized Recycled Water Facilities for Reimbursement**



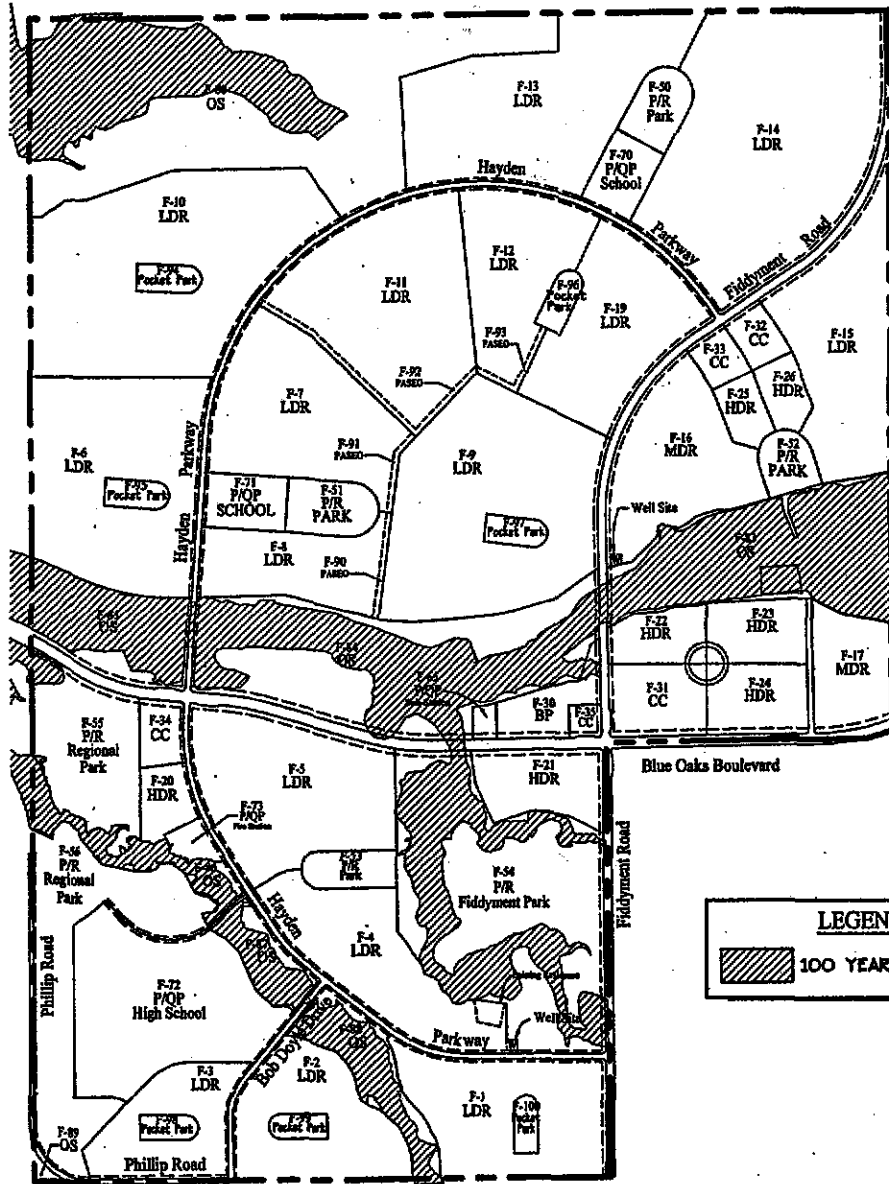
SCALE: 1" = 1500'

**WOOD RODGERS**  
ENGINEERING • SURVEYING • PLANNING • CONSULTING  
 5007 G ST. SW., SUITE 100-B    TEL 770.241.7790  
 SUWANEE, GA 30096                 FAX 770.241.7797

Drawing: 12/14/03 21pages.dwg  
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 Plot Device: AutoCAD-Printer  
 Plot Style: acad.ctb  
 Plot Range: Window  
 Plot Scale: 1.0000  
 Plot Units: Inches  
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# Exhibit CC 100 Year Floodplain Post-Development



**LEGEND**  
 100 YEAR FLOODPLAN

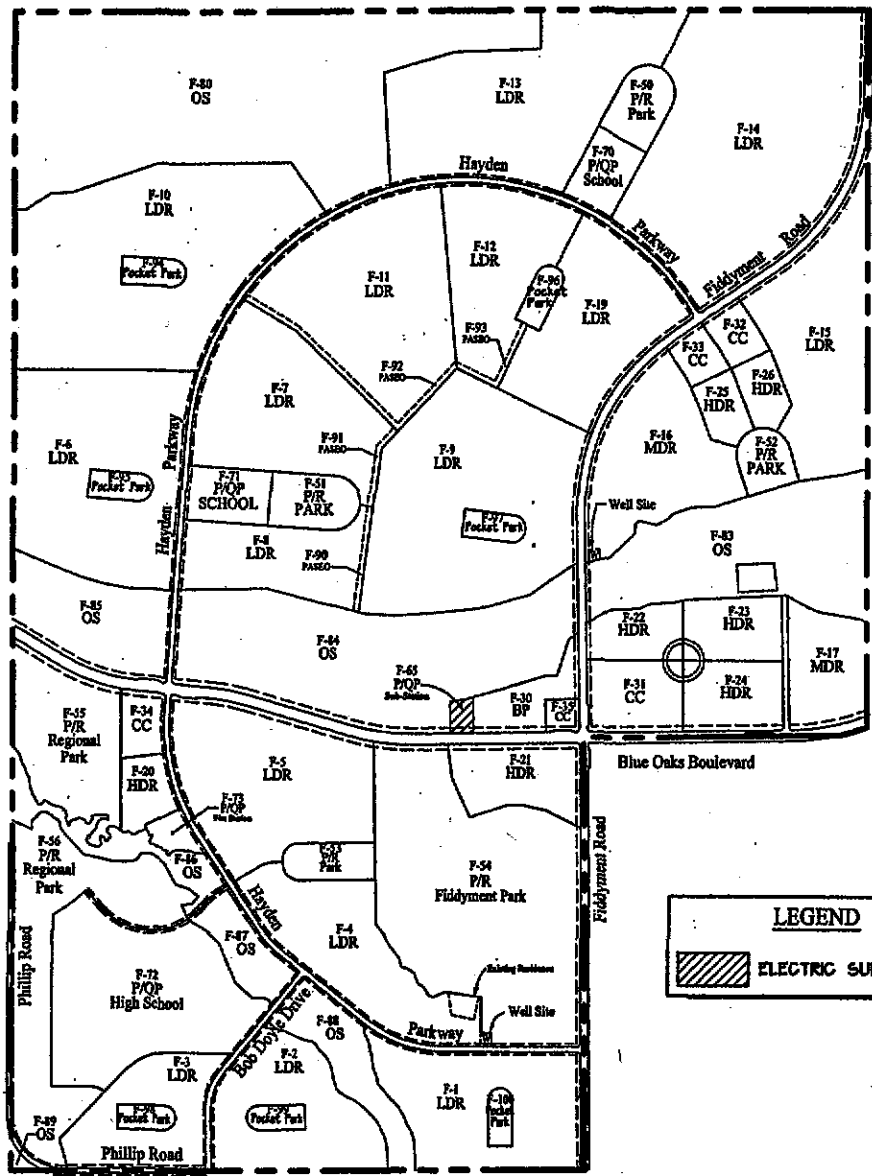


SCALE: 1" = 1500'

**WOOD ROGERS**  
 ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS  
 2001 G St., Suite 100-B    Tel: 678.241.7700  
 Decaturville, GA 30030    Fax: 678.241.7707

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# Exhibit DD Electric Facilities



**LEGEND**

**ELECTRIC SUBSTATION**



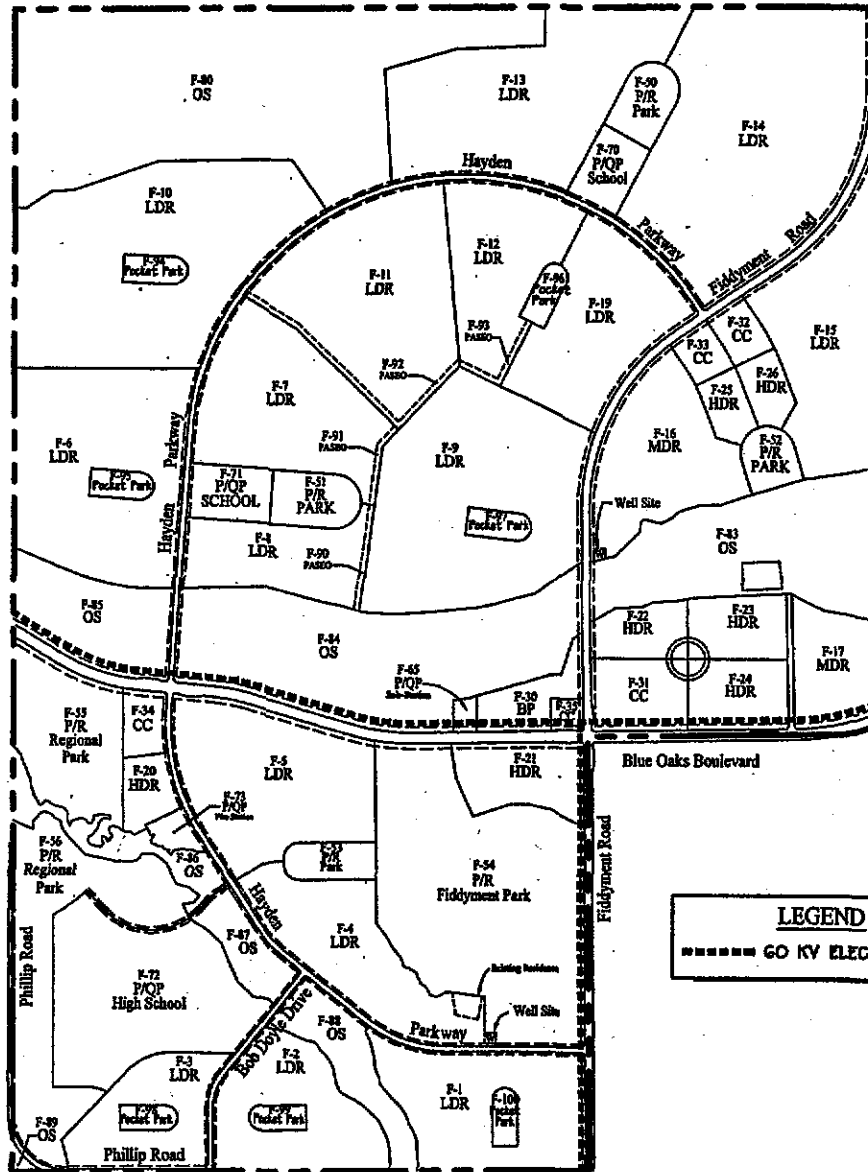
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**WOOD ROGERS**  
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS

5000 O St., Suite 100-B    Tel: 916.241.7700  
Sacramento, CA 95812    Fax: 916.241.7707

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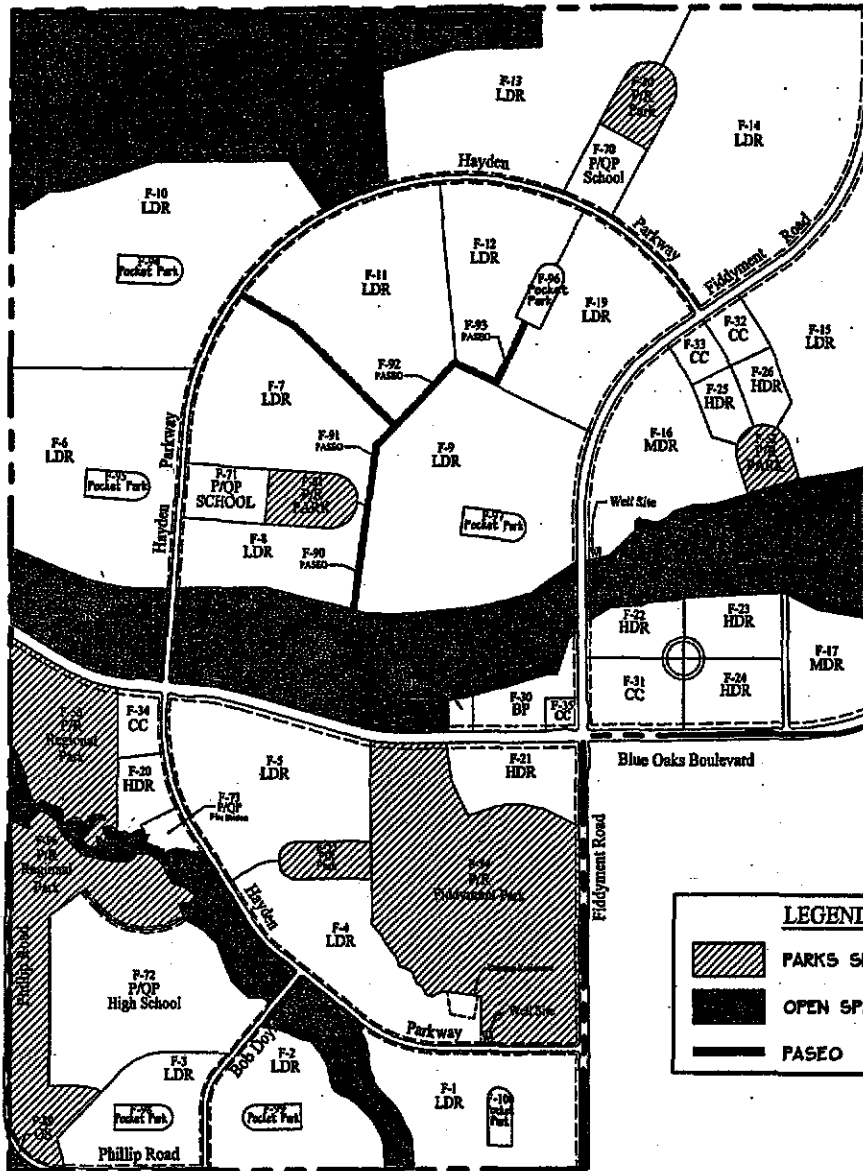
# Exhibit EE 60 Kv Easement Areas



SCALE: 1" = 1500'

**WOOD RODGERS**  
 ENGINEERS • ARCHITECTS • PLANNERS • CONSULTANTS  
 2001 G St. S.W. • 100-2 • Tallahassee, FL 32302  
 Phone: 904.241.7700 • Fax: 904.241.7707

# Exhibit FF Parks & Open Space



**LEGEND**

- PARKS SITES
- OPEN SPACE
- PASEO



SCALE: 1" = 1500'

**WOOD RODGERS**  
ARCHITECTS - PLANNERS - ENGINEERS

6000 O ST, SUITE 1000    TEL 916.241.7800  
 SACRAMENTO, CA 95828    FAX 916.241.7800

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Exhibit 7  
66

Economic &  
Planning Systems  
*Public Finance*  
*Real Estate Economics*  
*Regional Economics*  
*Land Use Policy*

**DRAFT REPORT**

**WEST ROSEVILLE SPECIFIC PLAN:  
PARKS, BIKE TRAILS, AND PASEOS FINANCING PLAN**

Prepared for:

City of Roseville

Prepared by:

Economic & Planning Systems, Inc.

September 20, 2003

EPS #11531

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# I. WRSP PARKS FINANCING PLAN SUMMARY

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## SUMMARY

The West Roseville Specific Plan Parks Financing Plan (WRSP Parks Financing Plan) is part of the West Roseville Specific Plan Financing Plan that will be submitted to the City of Roseville (City) for the Westpark and Fiddymment Ranch development area projects.

There are two types of park in addition to bike trail and paseo facilities included in the WRSP Parks Financing Plan. Park and other facilities are categorized into the following types:

Citywide parks	\$14.2 Million
Neighborhood parks	\$15.7 Million
Bike trails in open space areas	\$ 3.8 Million
Paseos (Westpark only)	<u>\$ 2.3 Million</u>
<b>Total</b>	<b>\$36.1 Million</b>

The primary revenue source for construction of these facilities, expected to total over \$36 million, is a multitiered fee. Fees will be developed for each component of park facility listed above. As building permits are issued, builders will pay the various park, bike trail, and paseos fees to the City. The City will be responsible for overseeing the construction of parks and bike trails as revenues become available. Paseos will be constructed by the developer; the developer will be reimbursed costs for construction of segments according to the financing plan.

## COST DISTRIBUTION BETWEEN WESTPARK AND FIDDYMENT RANCH

Costs for parks and other facilities are allocated equitably throughout the Specific Plan, and fees will be established on a per-unit basis<sup>1</sup>. For neighborhood parks and bike trails, the costs for facilities located in Westpark and Fiddymment Ranch were summed together and then divided by all Westpark and Fiddymment Ranch development so that all single-family units—regardless of location—pay a single fee amount. Similarly, all multifamily units, set at a lower park usage rate than single-family units, pay another single fee amount. For citywide parks, the single-family fee is set equal to the multifamily fee, per a City ordinance.

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<sup>1</sup> Fiddymment Ranch paseos are excluded from the WRSP Parks Financing Plan. They will be built as part of subdivision and neighborhood improvements. The Westpark paseo fee is set by spreading the total cost of Westpark paseos over the single-family and multifamily land uses in Westpark.

## SUMMARY OF DEVELOPMENT IMPACT FEES

Table 1 provides an analysis of the required park development impacts fees. The fees are based on 2003 cost estimates and will be subject to an annual inflationary adjustment (July 1), based on the Construction Cost Index<sup>2</sup>, the same index used to inflate other development fees in the City.

---

<sup>2</sup> As reported in the Engineering News Record.

**Table 1**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Summary of Park Fees**

Item	Westpark <i>per unit</i>	Fiddlyment Ranch <i>per unit</i>
<b>Citywide Park Fee, per unit</b>		
<b>Single Family</b>		
Gross Fee	\$1,776	\$1,776
Frontage Credit	n/a	\$46
<b>Net Single Family Fee</b>	<b>\$1,776</b>	<b>\$1,730</b>
<b>Low Density Active Adult (LD-AA)</b>		
Gross LD-AA Fee	\$1,776	\$1,776
Frontage Credit	n/a	\$46
<b>Net LD-AA Fee</b>	<b>\$1,776</b>	<b>\$1,730</b>
<b>Multi Family</b>		
Gross Multi Family Fee	\$1,776	\$1,776
Frontage Credit	n/a	\$46
<b>Net Single Family Fee</b>	<b>\$1,776</b>	<b>\$1,730</b>
<b>Neighborhood Park Fee, per unit</b>		
Single Family	\$2,156	\$2,156
Low Density Active Adult	\$1,528	\$1,528
Multi Family	\$1,528	\$1,528
<b>Bike Trail Fee, per unit</b>		
Single Family	\$529	\$529
Low Density Active Adult	\$375	\$375
Multi Family	\$375	\$375
<b>Paseo Fee, per unit</b>		
Single Family	\$635	n/a
Low Density Active Adult	\$450	n/a
Multi Family	\$450	n/a

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## II. FINANCIAL ANALYSIS

---

This chapter provides the detailed analysis supporting the WRSP Parks Financing Plan. A brief discussion is provided for each of the tables in this analysis.

### KEY ASSUMPTIONS

#### PARKS AND COSTS INCLUDED IN THE FINANCING PLAN

The WRSP Parks Financing Plan includes all citywide parks, neighborhood parks, bike trails in open space, and Westpark paseos. Fiddymment Ranch paseos are excluded from this financing plan, as Fiddymment Ranch intends to develop its paseos as part of subdivision and neighborhood improvements.

Table 2 itemizes the cost estimates for each park type, according to phase. Citywide park costs include frontage improvements. Neighborhood park costs exclude frontage improvements. Detailed park costs, developed by HLA Group, can be found in Appendix A. Table A-1, in Appendix A, shows how the HLA neighborhood park costs have been modified to account for frontage improvements.

A total of \$36.1 million in parks, bike trails and paseos are planned for the Specific Plan. Park costs are spread over three phases for Fiddymment Ranch and four phases for Westpark.

Costs for citywide parks have been spread as follows:

- Citywide Park F-55 is spread over Phases 1 and 2.
- Citywide Park F-56 is assigned to Phase 3.
- Community Garden Parking is assigned to Phase 2.
- The Village Park is assigned to Phase 2

#### LAND USE

Land-use phasing for each development project is shown in Table 3. Because a 5 percent adjustment rate was incorporated into the model, only 95 percent of the units are used to calculate both per-unit costs and fee revenues. This 5% modification accounts for possible changes in land-use density.

**Table 2**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Park, Bike Trail, and Paseo Costs**

Park [1]	Financing Plan Cost [2]	Phase 1	Phase 2	Phase 3	Phase 4
<i>including frontage improvements [3]</i>					
<b>City Wide Parks</b>					
Park Site F-54	\$1,474,454	\$0	\$0	\$1,474,454	\$0
Park Site F-55 [4]	\$4,653,215	\$4,053,215	\$600,000	\$0	\$0
Park Site F-56 [4]	\$7,151,585	\$0	\$0	\$5,551,585	\$1,600,000
Community Garden Parking W-54 (Village Park)	\$102,670	\$0	\$102,670	\$0	\$0
Subtotal Citywide Parks	\$14,222,404	\$4,053,215	\$1,543,150	\$7,026,039	\$1,600,000
<i>excluding frontage improvements [5]</i>					
<b>Neighborhood Parks</b>					
Park Site F-50	\$1,680,646	\$0	\$1,680,646	\$0	\$0
Park Site F-51	\$1,611,600	\$0	\$0	\$1,611,600	\$0
Park Site F-52	\$972,613	\$0	\$972,613	\$0	\$0
Park Site F-53	\$1,206,496	\$1,206,496	\$0	\$0	\$0
Park Site W-50	\$2,458,800	\$0	\$0	\$0	\$2,458,800
Park Site W-51	\$2,229,253	\$0	\$0	\$2,229,253	\$0
Park Site W-52	\$1,554,304	\$0	\$1,554,304	\$0	\$0
Park Site W-53	\$1,781,312	\$0	\$1,781,312	\$0	\$0
Park Site W-54 (Village Park)	\$549,713	\$0	\$549,713	\$0	\$0
Park Site W-55	\$1,713,792	\$1,713,792	\$0	\$0	\$0
Subtotal Neighborhood Parks	\$15,758,529	\$2,920,288	\$6,538,588	\$3,840,853	\$2,458,800
<b>Bike Trail in Open Space [6]</b>					
Parcel F-83	\$346,000	\$0	\$346,000	\$0	\$0
Parcel F-84	\$447,500	\$0	\$447,500	\$0	\$0
Parcel F-85	\$125,250	\$0	\$0	\$125,250	\$0
Between OS P-85 & Phillip Rd	\$33,000			\$33,000	
F-86	\$247,000	\$247,000	\$0	\$0	\$0
F-87	\$88,000	\$88,000	\$0	\$0	\$0
F-88	\$181,500	\$181,500	\$0	\$0	\$0
F-89	\$115,500	\$115,500	\$0	\$0	\$0
Veterans Park Trail (OS F-83 - Crocker Ranch Rd)	\$74,250		\$74,250		
Veterans Park Trail (Crocker Ranch Rd - Veterans Park)	\$54,250		\$54,250		
W-81	\$984,750	\$0	\$0	\$0	\$984,750
W-82	\$84,000	\$84,000	\$0	\$0	\$0
W-83	\$362,500	\$0	\$0	\$362,500	\$0
Design Fees (8%)	\$251,480	\$57,280	\$73,760	\$41,660	\$78,780
Design Contingency (15%)	\$471,525	\$107,400	\$138,300	\$78,113	\$147,713
Subtotal Bike Trails	\$3,866,505	\$880,680	\$1,134,060	\$640,523	\$1,211,243
<b>Paseos</b>					
Paseo W-84	\$258,577	\$0	\$0	\$0	\$258,577
Paseo W-85	\$278,092	\$0	\$278,092	\$0	\$0
Paseo W-87	\$747,080	\$0	\$0	\$747,080	\$0
Paseo W-88	\$450,507	\$450,507	\$0	\$0	\$0
Paseo W-89	\$574,985	\$574,985	\$0	\$0	\$0
Subtotal Paseos	\$2,309,241	\$1,025,492	\$278,092	\$747,080	\$258,577
<b>Total Parks, Bike Trails, and Paseos</b>	<b>\$36,156,679</b>	<b>\$8,879,675</b>	<b>\$9,493,890</b>	<b>\$12,254,495</b>	<b>\$5,528,620</b>

"park\_costs"

Sources: HLA Group, EPS.

[1] Parks listed according to location; W= Westpark, F= Fiddymant Ranch.

[2] Original Cost Estimate and frontage improvement cost segments in Table A-1 in Appendix A.

[3] Citywide Park fees include a fee credit component for frontage improvements. See Table A-1 in Appendix A for frontage improvement details.

[4] Estimated costs for these two parcels were combined. EPS spread them according to acreage.

[5] Neighborhood park costs exclude frontage improvements. See Table A-1 in Appendix A for total cost estimate and frontage improvement cost details.

[6] EPS spread estimated costs for Bike Trails in Open Space according to linear feet.

**Table 3  
Parks Financing Plan  
West Roseville Specific Plan  
West Roseville Residential Development Schedule**

**DRAFT**

Item	Residential Units by Phase [1]				Total Units
	Phase 1	Phase 2	Phase 3	Phase 4	
<b>Westpark</b>					
<i>Single Family</i>					
Low-Density	518	583	314	556	1,971
Medium-Density	0	361	152	157	670
<i>Low-Density Active Adult</i>	675	0	0	0	675
<i>Multi Family</i>					
High Density	0	385	143	166	694
Mixed-Use	0	38	0	0	38
<b>Total Westpark</b>	<b>1,192</b>	<b>1,367</b>	<b>609</b>	<b>879</b>	<b>4,047</b>
<b>Fiddymment Ranch</b>					
<i>Single Family</i>					
Low-Density	635	822	1,172	0	2,629
Medium-Density	165	176	0	0	341
<i>Low-Density Active Adult</i>	0	0	0	0	0
<i>Multi Family</i>					
High Density	675	188	129	0	992
Mixed-Use	0	0	0	0	0
<b>Total Fiddymment Ranch</b>	<b>1,474</b>	<b>1,186</b>	<b>1,302</b>	<b>0</b>	<b>3,962</b>
<b>Total Fiddymment Ranch &amp; Westpark</b>	<b>2,667</b>	<b>2,553</b>	<b>1,910</b>	<b>879</b>	<b>8,009</b>

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Source: Wood Rodgers, July 10, 2003.

[1] 5% Vacancy Rate incorporated into unit counts.

## **COST ALLOCATIONS AND FEES**

### PERSONS SERVED/(EQUIVALENT DWELLING UNITS)

In order to spread park costs according to park usage among the different types of residential land usage, EPS calculated equivalent dwelling units (EDUs) for each land use type, shown in Table 4. 1 EDU = 2.54 persons served for single-family units and 1.8 persons (two-thirds of single family) served for low-density-active-adult and multifamily units. The total number of EDUs (or persons served) is then calculated by multiplying the number of units built in each phase by the EDU factor.

Table 5 summarizes total EDUs and the EDU distribution between development projects. For Citywide parks, Westpark has 51 percent of the EDUs, while Fiddymment Ranch has 49 percent. Neighborhood Park and Bike Trail EDUs are split evenly (50-50) between the two developments. Westpark carries 100 percent of the Paseo EDUs, given that Fiddymment Ranch paseos are excluded from the financing plan.

### COST ALLOCATION

Table 6 shows how park development costs are allocated between the two development projects. For each type of park, the EDU distribution is applied to the total estimated cost, resulting in the assigned cost share for each development project.

Westpark, responsible \$19.3 million in park costs, will ultimately pay the following:

- \$7.2 million for citywide parks
- \$7.8 million for neighborhood parks
- \$1.9 million for bike trails
- \$2.3 million for paseos

Fiddymment Ranch, responsible for \$16.9 million in park costs, will ultimately pay:

- \$7.0 million for citywide parks
- \$7.9 million for neighborhood parks
- \$1.9 million for bike trails

Table 4  
Parks Financing Plan  
West Roseville Specific Plan Area  
Parks, Bike Trails and Paseos EDUs

**DRAFT**

**Buildout**

Item	Total	Single Family		Low Density Active Adult	Multi Family	
		Low Density	Medium Density		High Density	Mixed Use
<b>Westpark Units/Acres</b>						
Units [1]	4,047	1,971	670	675	694	38
% Distribution of WP Units	100%	49%	17%	17%	17%	1%
<b>Fiddymnt Ranch Units/Acres</b>						
Units [1]	3,962	2,629	341	0	992	0
% Distribution of FR Units	100%	66%	9%	0%	25%	0%
<b>Citywide Parks EDUs [1]</b>						
<b>Westpark</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	2.54	2.54	2.54
Total WP Persons Served (Total EDUs)	10,279	5,007	1,701	1,713	1,761	97
% Distribution of WP EDUs	100%	49%	17%	17%	17%	1%
<b>Fiddymnt Ranch</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	2.54	2.54	2.54
Total FR Park Persons Served (Total EDUs)	10,062	6,677	866	0	2,519	0
% Distribution of FR EDUs	100%	66%	9%	0%	25%	0%
<b>Neighborhood Parks EDUs [1]</b>						
<b>Westpark</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	1.80	1.80	1.80
Total WP Persons Served (Total EDUs)	9,239	5,007	1,701	1,214	1,248	68
% Distribution of WP EDUs	100%	54%	18%	13%	14%	1%
<b>Fiddymnt Ranch</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	1.80	1.80	1.80
Total FR Park Persons Served (Total EDUs)	9,328	6,677	866	0	1,785	0
% Distribution of FR EDUs	100%	72%	9%	0%	19%	0%
<b>Bike Trails EDUs [1]</b>						
<b>Westpark</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	1.80	1.80	1.80
Total WP Persons Served	9,239	5,007	1,701	1,214	1,248	68
% Distribution of WP EDUs	100%	54%	18%	13%	14%	1%
<b>Fiddymnt Ranch</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	1.80	1.80	1.80
Total FR Park Persons Served (Total EDUs)	9,328	6,677	866	0	1,785	0
% Distribution of FR EDUs	100%	72%	9%	0%	19%	0%
<b>Paseos EDUs [1]</b>						
<b>Westpark</b>						
Persons Served per Unit (EDU factor)		2.54	2.54	1.80	1.80	1.80
Total WP Persons Served	9,239	5,007	1,701	1,214	1,248	68
% Distribution of WP EDUs		54%	18%	13%	14%	1%

\*parks\_EDUs\*

[1] Park EDUs are based on 95% of units.

# DRAFT

**Table 5  
Parks Financing Plan  
West Roseville Specific Plan  
EDU Distribution**

Item	EDU Distribution (Persons Served)		
	WRSP Area	Westpark	Fiddymment Ranch
<b>Citywide Parks [1]</b>			
Total EDUs [2]	20,342	10,279	10,062
Distribution	100%	51%	49%
<b>Neighborhood Parks</b>			
Total EDUs [2]	18,567	9,239	9,328
Distribution	100%	50%	50%
<b>Bike Trails</b>			
Total EDUs [2]	18,567	9,239	9,328
Distribution	100%	50%	50%
<b>Paseos</b>			
Total EDUs [2]	9,239	9,239	0
Distribution	100%	100%	0%

*\*parkcost\_EDUdist\**

[1] Citywide Parks are based on equal number of persons served (2.54) for both single-family and multi-family units.

[2] See Table 4 for EDU calculations.

# DRAFT

**Table 6**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Cost Sharing Distribution and Allocation**

Facility	Total Cost [1]	Share of Park Costs	
		Westpark	Fiddymont Ranch
<b>Citywide Parks</b>			
Cost Distribution [2]	100%	51%	49%
Assigned Cost	\$14,222,404	\$7,187,122	\$7,035,282
<b>Neighborhood Parks</b>			
Cost Distribution [2]	100%	50%	50%
Assigned Cost	\$15,758,529	\$7,841,353	\$7,917,176
<b>Bike Trails in Open Space</b>			
Cost Distribution [2]	100%	50%	50%
Assigned Cost	\$3,866,505	\$1,923,950	\$1,942,555
<b>Paseos</b>			
Cost Distribution [2]	100%	100%	0%
Assigned Cost	\$2,309,241	\$2,309,241	\$0
<b>Total Share of Costs</b>	<b>\$36,156,679</b>	<b>\$19,261,666</b>	<b>\$16,895,013</b>

"parkcost\_dist"

[1] See Table 2 for total park costs

[2] See Table 5 for Distribution Calculations.

Tables 7 and 8 break these cost assignments down by land use, according to the distribution of EDUs, for Westpark and Fiddymment Ranch, respectively. These distributed costs are then divided by the number of units in each land use, resulting in a per-unit cost.

### DEVELOPMENT IMPACT FEES

Table 9 shows the calculation of frontage credits for citywide parks. The per-unit frontage credit for residential land uses is \$46.

Based on the per-unit costs from Tables 7 and 8, Tables 10, 11, and 12 provide expected fee revenues in each phase for Citywide Parks, Neighborhood Parks, Bike Trails, and Paseos. All fees are calculated by multiplying the fee (per-unit cost) by the number of units in each land-use category, in each phase. Fee revenues across all phases total \$36.1 million, the equivalent of the total costs for all parks in Westpark and Fiddymment Ranch. In this manner, fee revenues are designed to cover the total park costs assigned to the WRSP Area.

### CASH FLOW ANALYSIS

Tables 13, 14, 15 and 16 provide detailed cash flow analysis by development phase.

Table 13 reviews the cash flow for all park facilities. Table 14 analyzes the citywide parks. Table 15 analyzes the cash flow for neighborhood parks. Table 16 analyzes the cash flow for bike trails and paseos.

The Parks Financing Plan is based on the premise that the City will build park facilities as fee revenues are provided. The only major facility not completed in a single phase is the citywide park at site F-55. This park requires construction over two phases.

Table 7

Parks Financing Plan  
West Roseville Specific Plan  
Cost Allocation, Per-Unit Costs, and Fees: Westpark

DRAFT

Westpark

Item	Formula	Land Use				Total
		Single Family	Multi Family	High Density	Mixed Use	
		Low Density	Medium Density	Low Density Active-Adult	High Density	
<b>Citywide Parks</b>						
Total Cost Allocated to Westpark [1]	A = \$7,187,122					
EDU Distribution [2]	B	49%	17%	17%	1%	100%
Allocated Cost	C=A*B	\$3,500,770	\$1,189,418	\$1,197,854	\$1,231,596	\$7,187,122
Units	D	1,971	670	675	694	4,047
Per-Unit Cost, Citywide Parks	E=C/D	\$1,776	\$1,776	\$1,776	\$1,776	\$1,776
<b>Neighborhood Parks</b>						
Total Cost Allocated to Westpark [1]	A = \$7,841,353					
EDU Distribution [2]	B	54%	18%	13%	1%	100%
Allocated Cost	C=A*B	\$4,249,563	\$1,443,827	\$1,030,441	\$1,059,468	\$7,841,353
Units	D	1,971	670	675	694	4,047
Per-Unit Cost, Neighborhood Parks	E=C/D	\$2,156	\$2,156	\$1,528	\$1,528	\$1,528
<b>Bike Trails</b>						
Total Cost Allocated to Westpark [1]	A = \$1,923,950					
EDU Distribution [2]	B	54%	18%	13%	1%	100%
Allocated Cost	C=A*B	\$1,042,671	\$354,257	\$252,829	\$259,951	\$1,923,950
Units	D	1,971	670	675	694	4,047
Per-Unit Cost, Bike Trails	E=C/D	\$529	\$529	\$375	\$375	\$375
<b>Paseos</b>						
Total Cost Allocated to Westpark [1]	A = \$2,309,241					
EDU Distribution [2]	B	54%	18%	13%	1%	100%
Allocated Cost	C=A*B	\$1,251,476	\$425,200	\$303,460	\$312,008	\$2,309,241
Units	D	1,971	670	675	694	4,047
Per-Unit Cost, Paseos	E=C/D	\$635	\$635	\$450	\$450	\$450
Total Per Unit Cost		\$5,095	\$5,095	\$4,128	\$4,128	\$4,128

\*wp\_perunit\*

[1] See Table 6 for Westpark Development Cost Assignment. Based on EDU Distribution.  
[2] See Table 4 for EDU Distribution calculations.

Table 6  
 Parks Financing Plan  
 West Roseville Specific Plan  
 Cost Allocation, Per-Unit Costs, and Fees: Fiddymment Ranch

**DRAFT**

Fiddymment Ranch

Item	Formula	Land Use						Total
		Single Family			Multi Family			
		Low Density	Medium Density	Low Density Active-Adult	High Density	Mixed Use	Use	
<b>Citywide Parks</b>								
Total Cost Allocated to Fiddymment Ranch [1]	A = \$7,035,282							
EDU Distribution [2]	B	66%	9%	0%	25%	0%	100%	
Allocated Cost	C=A*B	\$4,668,255	\$605,675	\$0	\$1,761,351	\$0	\$7,035,282	
Units	D	2,629	341	0	992	0	3,962	
Per-Unit Cost, Citywide Parks	E=C/D	\$1,776	\$1,776	\$0	\$1,776	\$0	\$0	
<b>Neighborhood Parks</b>								
Total Cost Allocated to Fiddymment Ranch [1]	A = \$7,917,176							
EDU Distribution [2]	B	72%	9%	0%	19%	0%	100%	
Allocated Cost	C=A*B	\$5,666,767	\$735,226	\$0	\$1,515,184	\$0	\$7,917,176	
Units	D	2,629	341	0	992	0	3,962	
Per-Unit Cost, Neighborhood Parks	E=C/D	\$2,156	\$2,156	\$0	\$1,528	\$0	\$0	
<b>Bike Trails</b>								
Total Cost Allocated to Fiddymment Ranch [1]	A = \$1,942,555							
EDU Distribution [2]	B	72%	9%	0%	19%	0%	100%	
Allocated Cost	C=A*B	\$1,390,395	\$180,395	\$0	\$371,765	\$0	\$1,942,555	
Units	D	2,629	341	0	992	0	3,962	
Per-Unit Cost, Bike Trails	E=C/D	\$529	\$529	\$0	\$375	\$0	\$0	
<b>Total Per Unit Cost</b>		\$4,461	\$4,461	\$0	\$3,678	\$0	\$0	

"r\_perunit"

[1] See Table 6 for Fiddymment Ranch Development Cost Assignment. Based on EDU Distribution.

[2] See Table 4 for EDU Distribution calculations.

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 13  
 0304 0000 0135 0157

# DRAFT

**Table 9  
Parks Financing Plan  
West Roseville Specific Plan  
Frontage Improvement Fee Credit Calculation**

Item	Formula	Westpark	Fiddymment Ranch
<b>Fee Credit</b>			
Total Frontage Improvement Cost [1]	A-D	n/a	\$181,000
Number of Units (Fiddymment Ranch)	B	n/a	3,962
Frontage Credit, per Unit	C=A/B	n/a	\$46
<b>Application to Citywide Park Fee [2]</b>			
<b>Single Family Fee</b>			
Total Per-Unit Cost	A	\$1,776	\$1,776
Frontage Credit, per unit	B	n/a	\$46
Net Single Family Fee, per unit	A-B	\$1,776	\$1,730
<b>Low Density Active Adult (LD-AA)</b>			
Total Per-Unit Cost	A	\$1,776	n/a
Frontage Credit, per Unit	D=B/C	n/a	n/a
Net LD-AA Fee, per unit	A-D	\$1,776	n/a
<b>Multi Family</b>			
Total Per-Unit Cost	A	\$1,776	\$1,776
Frontage Credit, per Unit	D=B/C	n/a	\$46
Net Single Family Fee, per unit	A-D	\$1,776	\$1,730

"frontage\_credit"

[1] See Table A-1 in Appendix A for frontage improvement details.

# DRAFT

**Table 10**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Estimated Park Fee Revenues, City Wide Parks**

Item	Park Fee Revenue				Total
	Phase 1	Phase 2	Phase 3	Phase 4	
<b>Units</b>					
Single Family					
West Park	518	944	466	713	2,641
Fiddymont Ranch	800	998	1,172	0	2,970
Total SF Units	1,318	1,942	1,639	713	5,611
Low Density Active Adult (LD-AA)					
West Park	675	0	0	0	675
Fiddymont Ranch	0	0	0	0	0
Total LD-AA Units	675	0	0	0	675
Multi-Family					
West Park	0	423	143	166	732
Fiddymont Ranch	675	188	129	0	992
Total MF Units	675	611	272	166	1,723
<b>REVENUES: City-wide Parks</b>					
Single Family					
West Park	\$919,479	\$1,676,995	\$828,375	\$1,265,338	\$4,690,188
Fiddymont Ranch [2]	\$1,420,553	\$1,771,474	\$2,081,904	\$0	\$5,273,931
Subtotal Single-Family Revenues	\$2,340,033	\$3,448,469	\$2,910,278	\$1,265,338	\$9,964,118
Low Density Active Adults					
West Park	\$1,197,854	\$0	\$0	\$0	\$1,197,854
Fiddymont Ranch [2]	\$0	\$0	\$0	\$0	\$0
Subtotal LD-AA Revenues	\$1,197,854	\$0	\$0	\$0	\$1,197,854
Multi Family					
West Park	\$0	\$750,767	\$253,068	\$295,246	\$1,299,081
Fiddymont Ranch [2]	\$1,197,854	\$334,049	\$229,448	\$0	\$1,761,351
Subtotal Multi-Family Revenues	\$1,197,854	\$1,084,817	\$482,516	\$295,246	\$3,060,432
<b>Total City-wide Park Revenues</b>	<b>\$4,735,740</b>	<b>\$4,533,286</b>	<b>\$3,392,794</b>	<b>\$1,560,584</b>	<b>\$14,222,404</b>

\*revenue\_citywide\*

[1] All fees exclude administrative costs.  
 [2] EPS uses the Gross Fee for Fiddymont Ranch, from Table 8, for cash flow purposes.

# DRAFT

Table 11  
Parks Financing Plan  
West Roseville Specific Plan  
Estimated Park Fee Revenues, Neighborhood Parks

Item	Fee per Unit [1]	Park Fee Revenue				Total
		Phase 1	Phase 2	Phase 3	Phase 4	
<b>Units</b>						
Single Family						
West Park		518	944	466	713	2,641
Fiddymont Ranch		800	998	1,172	0	2,970
Total SF Units		1,318	1,942	1,639	713	5,611
Low Density Active Adult (LD-AA)						
West Park		675	0	0	0	675
Fiddymont Ranch		0	0	0	0	0
Total LD-AA Units		675	0	0	0	675
Multi-Family						
West Park		0	423	143	166	732
Fiddymont Ranch		675	188	129	0	992
Total MF Units		675	611	272	166	1,723
<b>REVENUES: Neighborhood Parks</b>						
Single Family	\$2,156 per unit	\$1,116,150	\$2,035,694	\$1,005,559	\$1,535,967	\$5,693,390
West Park		\$1,724,401	\$2,150,381	\$2,527,210	\$0	\$6,401,992
Fiddymont Ranch		\$2,840,551	\$4,186,075	\$3,532,769	\$1,535,967	\$12,095,382
Subtotal Single-Family Revenues						
Low Density Active Adult (LD-AA)	\$1,528 per unit	\$1,030,441	\$0	\$0	\$0	\$1,030,441
West Park		\$0	\$0	\$0	\$0	\$0
Fiddymont Ranch		\$1,030,441	\$0	\$0	\$0	\$1,030,441
Subtotal LD-AA Revenues						
Multi Family	\$1,528 per unit	\$0	\$645,840	\$217,699	\$253,982	\$1,117,521
West Park		\$0	\$287,363	\$197,380	\$0	\$1,515,184
Fiddymont Ranch		\$1,030,441	\$933,203	\$415,079	\$253,982	\$2,632,705
Subtotal Multi-Family Revenues						
Total Neighborhood Parks Revenues		\$4,901,434	\$5,119,278	\$3,947,848	\$1,789,969	\$15,758,529

\*Revenue\_neighborhood

[1] All fees exclude administrative costs.

# DRAFT

Table 12  
 Parks Financing Plan  
 West Roseville Specific Plan  
 Estimated Park Fee Revenues, Bike Trails and Passes

Item	Fee Per Unit [1]	Bike and Trail Fee Revenue				Total
		Phase 1	Phase 2	Phase 3	Phase 4	
<b>REVENUES: Bike Trails</b>						
<i>Single Family</i>	\$529 per unit					
Westpark		\$273,858	\$499,477	\$246,724	\$376,869	\$1,396,927
Fiddymont Ranch		\$423,098	\$527,616	\$620,075	\$0	\$1,570,790
Subtotal Single Family		\$696,956	\$1,027,093	\$866,799	\$376,869	\$2,967,717
<i>Low Density Active Adult (LD-AA)</i>	\$375 per unit					
Westpark		\$252,829	\$0	\$0	\$0	\$252,829
Fiddymont Ranch		\$0	\$0	\$0	\$0	\$0
Subtotal LD-AA		\$252,829	\$0	\$0	\$0	\$252,829
<i>Multi Family</i>	\$375 per unit					
Westpark		\$0	\$158,463	\$53,414	\$62,317	\$274,194
Fiddymont Ranch		\$252,829	\$70,507	\$48,429	\$0	\$371,765
Subtotal Multi-Family		\$252,829	\$228,970	\$101,844	\$62,317	\$645,959
<b>Total Revenues</b>		<b>\$1,202,613</b>	<b>\$1,256,064</b>	<b>\$968,642</b>	<b>\$439,186</b>	<b>\$3,866,505</b>
<b>REVENUES: Passes</b>						
<i>Single Family</i>	\$635 per unit					
Westpark		\$328,701	\$599,502	\$296,132	\$452,341	\$1,676,676
Fiddymont Ranch		\$0	\$0	\$0	\$0	\$0
Subtotal Single Family		\$328,701	\$599,502	\$296,132	\$452,341	\$1,676,676
<i>Low Density Active Adult (LD-AA)</i>	\$450 per unit					
Westpark		\$303,460	\$0	\$0	\$0	\$303,460
Fiddymont Ranch		\$0	\$0	\$0	\$0	\$0
Subtotal LD-AA		\$303,460	\$0	\$0	\$0	\$303,460
<i>Multi Family</i>	\$450 per unit					
Westpark		\$0	\$190,197	\$64,111	\$74,796	\$329,105
Fiddymont Ranch		\$0	\$0	\$0	\$0	\$0
Subtotal Multi-Family		\$0	\$190,197	\$64,111	\$74,796	\$329,105
<b>Total Revenues</b>		<b>\$632,161</b>	<b>\$789,699</b>	<b>\$360,244</b>	<b>\$527,137</b>	<b>\$2,309,241</b>

\*Revenue\_trails.pasos\*

[1] All fees exclude administrative costs.

**Table 13**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Parks Cash Flow by Phase**

**DRAFT**

Item	Phase 1	Phase 2	Phase 3	Phase 4
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$2,592,274</b>	<b>\$4,796,710</b>	<b>\$1,211,744</b>
<b>REVENUES</b>				
<b><u>Westpark Revenues</u></b>				
CityWide Parks	\$2,117,333	\$2,427,763	\$1,081,443	\$1,560,584
Neighborhood Parks	\$2,146,592	\$2,681,534	\$1,223,258	\$1,789,969
Bike Trails	\$526,687	\$657,940	\$300,138	\$439,186
Paseos	\$632,161	\$789,699	\$360,244	\$527,137
<b>Total Westpark Revenues</b>	<b>\$5,422,772</b>	<b>\$6,556,936</b>	<b>\$2,965,082</b>	<b>\$4,316,876</b>
<b><u>Fiddymment Ranch Revenues</u></b>				
CityWide Parks	\$2,618,407	\$2,105,523	\$2,311,352	\$0
Neighborhood Parks	\$2,754,842	\$2,437,744	\$2,724,590	\$0
Bike Trails	\$675,927	\$598,124	\$668,504	\$0
Paseos	\$0	\$0	\$0	\$0
<b>Total Fiddymment Ranch Revenues</b>	<b>\$6,049,176</b>	<b>\$5,141,391</b>	<b>\$5,704,446</b>	<b>\$0</b>
<b>TOTAL REVENUES</b>	<b>\$11,471,948</b>	<b>\$11,698,326</b>	<b>\$8,669,528</b>	<b>\$4,316,876</b>
<b>EXPENDITURES</b>				
<b><u>Westpark Construction</u></b>				
CityWide Parks	\$0	\$840,480	\$0	\$0
Neighborhood Parks	\$1,713,792	\$3,885,329	\$2,229,253	\$2,458,800
Bike Trails in Open Space	\$103,320	\$79,028	\$466,170	\$1,211,243
WP Paseos	\$1,025,492	\$278,092	\$747,080	\$258,577
<b>Total Westpark Expenditures</b>	<b>\$2,842,604</b>	<b>\$5,082,929</b>	<b>\$3,442,503</b>	<b>\$3,928,620</b>
<b><u>Fiddymment Ranch Construction</u></b>				
CityWide Parks	\$4,053,215	\$702,670	\$7,026,039	\$1,600,000
Neighborhood Parks	\$1,206,496	\$2,653,259	\$1,611,600	\$0
Bike Trails in Open Space	\$777,360	\$1,055,033	\$174,353	\$0
FR Paseos	\$0	\$0	\$0	\$0
<b>Total Fiddymment Ranch Expenditures</b>	<b>\$6,037,071</b>	<b>\$4,410,962</b>	<b>\$8,811,992</b>	<b>\$1,600,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$8,879,675</b>	<b>\$9,493,890</b>	<b>\$12,254,495</b>	<b>\$5,528,620</b>
<b>Ending Balance</b>	<b>\$2,592,274</b>	<b>\$4,796,710</b>	<b>\$1,211,744</b>	<b>\$0</b>

"cashflow"

# DRAFT

Table 14  
 Parks Financing Plan  
 West Roseville Specific Plan  
 Cash Flow, Citywide Parks

Item	Citywide Parks			
	Phase 1	Phase 2	Phase 3	Phase 4
Beginning Balance	\$0	\$682,525	\$3,672,661	\$39,416
<b>REVENUES</b>				
Total Westpark Revenues	\$2,117,333	\$2,427,763	\$1,081,443	\$1,560,584
Total Fiddymnt Ranch Revenues	\$2,618,407	\$2,105,523	\$2,311,352	\$0
<b>TOTAL REVENUES</b>	<b>\$4,735,740</b>	<b>\$4,533,286</b>	<b>\$3,392,794</b>	<b>\$1,560,584</b>
<b>EXPENDITURES</b>				
Westpark Construction	\$0	\$840,480	\$0	\$0
Fiddymnt Ranch Construction	\$4,053,215	\$702,670	\$7,026,039	\$1,600,000
<b>TOTAL EXPENDITURES</b>	<b>\$4,053,215</b>	<b>\$1,543,150</b>	<b>\$7,026,039</b>	<b>\$1,600,000</b>
<b>Ending Balance</b>	<b>\$682,525</b>	<b>\$3,672,661</b>	<b>\$39,416</b>	<b>\$0</b>

\*cashflow\_citywide\*

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# DRAFT

**Table 15**  
**Parks Financing Plan**  
**West Roseville Specific Plan**  
**Cash Flow, Neighborhood Parks**

Item	Neighborhood Parks			
	Phase 1	Phase 2	Phase 3	Phase 4
Beginning Balance	\$0	\$1,981,146	\$561,836	\$668,831
<b>REVENUES</b>				
Westpark Revenues	\$2,146,592	\$2,681,534	\$1,223,258	\$1,789,969
Fiddlyment Ranch Revenues	\$2,754,842	\$2,437,744	\$2,724,590	\$0
<b>TOTAL REVENUES</b>	<b>\$4,901,434</b>	<b>\$5,119,278</b>	<b>\$3,947,848</b>	<b>\$1,789,969</b>
<b>EXPENDITURES</b>				
Westpark Construction	\$1,713,792	\$3,885,329	\$2,229,253	\$2,458,800
Fiddlyment Ranch Construction	\$1,206,496	\$2,653,259	\$1,611,600	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$2,920,288</b>	<b>\$6,538,588</b>	<b>\$3,840,853</b>	<b>\$2,458,800</b>
Ending Balance	\$1,981,146	\$561,836	\$668,831	\$0

\*cashflow\_neighborhood\*

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# DRAFT

Table 16  
 Parks Financing Plan  
 West Roseville Specific Plan  
 Cash Flow, Bike Trails and Paseos

Item	Trails System (Bike Trails In Open Space and Paseos)			
	Phase 1	Phase 2	Phase 3	Phase 4
Beginning Balance	\$0	(\$71,398)	\$562,213	\$503,496
<b>REVENUES</b>				
Westpark Revenues				
Bike Trails in Open Space	\$626,687	\$657,940	\$300,138	\$439,186
WP Paseos	\$632,161	\$789,699	\$360,244	\$527,137
Total Westpark Revenues	\$1,158,848	\$1,447,639	\$660,382	\$966,323
Fiddlymment Ranch Revenues				
Bike Trails in Open Space	\$675,927	\$598,124	\$668,504	\$0
FR Paseos	\$0	\$0	\$0	\$0
Total Fiddlymment Ranch Revenues	\$675,927	\$598,124	\$668,504	\$0
<b>TOTAL REVENUES</b>	\$1,834,774	\$2,045,763	\$1,328,886	\$966,323
<b>EXPENDITURES</b>				
Westpark Construction				
Bike Trails in Open Space	\$103,320	\$79,028	\$466,170	\$1,211,243
WP Paseos	\$1,025,492	\$276,092	\$747,080	\$258,577
Total Westpark Expenditures	\$1,128,812	\$355,120	\$1,213,250	\$1,469,820
Fiddlymment Ranch Construction				
Bike Trails in Open Space	\$777,360	\$1,055,033	\$174,353	\$0
FR Paseos	\$0	\$0	\$0	\$0
Total Fiddlymment Ranch Expenditures	\$777,360	\$1,055,033	\$174,353	\$0
<b>TOTAL EXPENDITURES</b>	\$1,906,172	\$1,412,152	\$1,387,603	\$1,469,820
Ending Balance [1]	(\$71,398)	\$562,213	\$503,496	\$0

\*cashflow\_trails/paseos\*

[1] Any negative balance in a given phase will be resolved in implementation.



Economic  
Planning Systems

*Public Finance*  
*Real Estate Economics*  
*Regional Economics*  
*Land Use Policy*

## APPENDIX A

# PARK COST ESTIMATE

PROVIDED BY HLA GROUP  
AUGUST 15, 2003

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# DRAFT

Table A-1  
Parks Financing Plan  
West Roseville Specific Plan  
Park Costs

Parcel	MOU Area Cost	WRSP Cost	Acres/ Linear Feet	Frontage Improvements		Park Cost: Financing Plan
				Quantity	Cost	
<b>Citywide Parks</b>						
F-54	\$10,415,872	\$1,474,454	16.2	1,780	\$97,000	\$1,474,454
F-55	\$7,720,249	\$4,653,215	29.8	1,104	\$33,111	\$4,653,215
F-56	\$11,865,350	\$7,151,585	45.8	1,696	\$50,889	\$7,151,585
F-83 Community Garden Pkg	\$102,670	\$102,670	5.9	0	\$0	\$102,670
W-54		\$840,480	3.5	1,600	\$0	\$840,480
<b>Subtotal Citywide Parks</b>		<b>\$14,222,404</b>	<b>101.2</b>		<b>\$181,000</b>	<b>\$14,222,404</b>
<b>Neighborhood Parks</b>						
F-50		\$1,733,846	7.8	1,760	\$53,200	\$1,680,646
F-51		\$1,671,600	8.9	1,950	\$60,000	\$1,611,600
F-52		\$1,014,463	5.9	1,395	\$41,850	\$972,613
F-53		\$1,261,696	6.0	1,840	\$55,200	\$1,206,496
W-50		\$2,508,800	14.1	1,600	\$50,000	\$2,458,800
W-51		\$2,285,253	12.1	1,200	\$36,000	\$2,229,253
W-52		\$1,570,304	7.9	500	\$16,000	\$1,554,304
W-53		\$1,853,312	9.1	2,400	\$72,000	\$1,781,312
W-54		\$599,713	3.5	1,600	\$50,000	\$549,713
W-55		\$1,729,792	8.2	500	\$16,000	\$1,713,792
<b>Subtotal Neighborhood Parks</b>		<b>\$16,208,779</b>	<b>83.5</b>		<b>\$450,250</b>	<b>\$15,758,529</b>
<b>Bike Trails in Open Space [1]</b>						
F-83		\$346,000	4,500		\$337,500	\$346,000
F-84		\$447,500	4,900		\$367,500	\$447,500
F-85		\$125,250	1,650		\$123,750	\$125,250
Between OS P-85 & Phillip Rd		\$33,000	400		\$30,000	\$33,000
F-86		\$247,000	2,500		\$187,500	\$247,000
F-87		\$88,000	1,000		\$75,000	\$88,000
F-88		\$181,500	2,100		\$157,500	\$181,500
F-89		\$115,500	1,500		\$112,500	\$115,500
Veterans Park Trail (OS F-83 - Crocker Ranch Rd)		\$74,250	950		\$71,250	\$74,250
Veterans Park Trail (Crocker Ranch Rd - Veterans Park)		\$54,250	550		\$41,250	\$54,250
W-81		\$984,750	11,250		\$843,750	\$984,750
W-82		\$84,000	950		\$71,500	\$84,000
W-83		\$362,500	4,200		\$315,000	\$362,500
Design Fees (8%)		\$251,480			\$218,720	\$251,480
Design Contingency (15%)		\$471,525			\$410,100	\$471,525
<b>Subtotal Bike Trails in Open Space</b>		<b>\$3,866,505</b>	<b>36,450</b>		<b>\$2,952,720</b>	<b>\$3,866,505</b>
<b>Paseos [2]</b>						
F-90		\$376,727	1.2	1,000		\$0
F-91		\$247,057	0.9	700		\$0
F-92		\$820,070	3.0	2,400		\$0
F-93		\$315,201	1.1	800		\$0
W-84		\$258,577	0.9	800		\$258,577
W-85		\$278,092	1.1	800		\$278,092
W-87		\$747,080	2.7	1,650		\$747,080
W-88		\$450,507	1.5	1,600		\$450,507
W-89		\$574,985	2.1	1,250		\$574,985
<b>Subtotal Paseos</b>		<b>\$4,068,298</b>		<b>11,000</b>		<b>\$2,309,241</b>
<b>Total</b>		<b>\$38,365,984</b>				<b>\$38,156,679</b>

Source: HLA Group

"HLA\_costs"

[1] Costs include entry points, bridge crossings, culvert crossings, kiosks, signage, post and cable fencing.  
[2] Fiddymont Ranch paseos are excluded from the WRSP Parks Financing Plan.

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# West Roseville Specific Plan Cost Synopsis

## West Roseville Specific Plan

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

### I. CITY WIDE PARKS

	Total <u>Improvements Costs</u>	WRSP Fee <u>Improvement Costs</u>
▪ Park Site F-54	\$10,415,872.00	\$ 1,474,454.00
▪ Park Site F-55/56	\$19,585,599.00	\$11,804,800.00
▪ Community Garden Parking	\$102,670.00	\$102,670.00
▪ Park Site W-54	<u>0.00</u>	<u>\$840,480.00</u>
Total City Wide Park	\$30,104,141.00	\$14,222,404.00

### II. NEIGHBORHOOD PARKS

▪ Park Site F-50	\$1,733,846.00	\$1,733,846.00
▪ Park Site F-51	\$1,671,600.00	\$1,671,600.00
▪ Park Site F-52	\$1,014,463.00	\$1,014,463.00
▪ Park Site F-53	\$1,261,696.00	\$1,261,696.00
▪ Park Site W-50		\$2,508,800.00
▪ Park Site W-51		\$2,265,253.00
▪ Park Site W-52		\$1,570,304.00
▪ Park Site W-53		\$1,853,312.00
▪ Park Site W-54		\$1,440,193.00
▪ Park Site W-55		<u>\$1,729,792.00</u>
Total Neighborhood Parks	\$17,049,259.00	\$16,208,779.00

### III. TRAIL SYSTEM

▪ Bike Trails in Open Space	\$3,866,505.00	\$3,866,505.00
▪ Paseo F-90	\$376,727.00	\$376,727.00
▪ Paseo F-91	\$247,057.00	\$247,057.00
▪ Paseo F-92	\$820,070.00	\$820,070.00
▪ Paseo F-93	\$315,201.00	\$315,201.00
▪ Paseo W-84	\$258,577.00	\$258,577.00
▪ Paseo W-85	\$278,092.00	\$278,092.00
▪ Paseo W-87	\$747,080.00	\$747,080.00
▪ Paseo W-88	\$450,507.00	\$450,507.00
▪ Paseo W-89	<u>\$574,985.00</u>	<u>\$574,985.00</u>
Total Trail System	\$7,934,801.00	\$7,934,801.00

Footnote:

Costs are estimated using 2003 construction costs. For each year until the park/trail system is constructed, the construction costs must be adjusted for inflation based on the Construction Cost Index.

This statement of probable construction costs is based on the latest concept plan prepared by The HLA Group. It is recognized that neither the Landscape Architect nor the Client has any control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or other competitive bidding markets.

**Cost Estimates****Park Site F-50**

West Roseville Specific Plan

7.8 Acres

August 15, 2003

The HLA Group, Landscape Architects &amp; Planners, Inc.

1	Site Drainage and Grading		156,000.00
2	Irrigation		339,768.00
3	Concrete Walkway Paving		133,600.00
4	Street Frontage Improvements	(1,760 LF)	53,200.00
5	Seeding for Turf		34,000.00
6	Planting of Trees and Shrubs		80,000.00
7	Signage	(1)	10,000.00
8	Youth Baseball Diamond (w/o outfield fence)	(1)	95,000.00
9	Softball Diamond (w/o outfield fence)	(1)	105,000.00
10	Soccer Field	(1)	50,000.00
11	Neighborhood Park Play Apparatus	(1)	80,000.00
12	Group Picnic Area Medium (25 person)	(1)	50,000.00
13	Joint use Parking	(15)	22,500.00
14	Restroom	(1)	125,000.00
15	Drinking Fountain	(1)	5,000.00
16	Benches	(10)	7,000.00
17	Trash Receptacles	(6)	3,000.00
18	Informal Picnic Tables	(6)	4,800.00
19	Bicycle Parking	(1)	<u>700.00</u>

**SUBTOTAL = \$1,354,568.00**

- Design Fees (8%) 108,365.00
- Utility Fees (5%) 67,728.00
- Design Contingency (15%) 203,185.00

**TOTAL = \$1,733,846.00**

**Cost per Acre \$222,288.00**



**Cost Estimates**

**Park Site F-52**

**West Roseville Specific Plan**

**5.9 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		118,000.00
2	Irrigation		257,000.00
3	Concrete Walkway Paving		72,000.00
4	Street Frontage Improvements	(1,395 LF)	41,850.00
5	Seeding for Turf		25,000.00
6	Planting of Trees and Shrubs		54,000.00
7	Signage	(1)	10,000.00
8	Soccer Field	(1)	50,000.00
9	Neighborhood Park Play Apparatus	(1)	80,000.00
10	Group Picnic Area Small (8 person)	(1)	35,000.00
11	Basketball Court	(1)	30,000.00
12	Drinking Fountain	(1)	5,000.00
13	Benches	(6)	4,200.00
14	Trash Receptacles	(10)	5,000.00
15	Informal Picnic Tables	(6)	4,800.00
16	Bicycle Parking	(1)	<u>700.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$792,550.00</b>
	• Design Fees (8%)		63,404.00
	• Utility Fees (5%)		39,627.00
	• Design Contingency (15%)		118,882.00
	<b>TOTAL</b>	<b>=</b>	<b>\$1,014,463.00</b>

**Cost per Acre \$171,943.00**

**Cost Estimates**

**Community Garden Parking (F-83)**

**West Roseville Specific Plan**

**5.9 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		\$3,750.00
2	Irrigation		\$7,500.00
3	Planting of Trees and Shrubs		15,000.00
4	Parking	(35)	52,500.00
5	Bike Trail Entry Point/Signage	(1)	<u>1,500.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$80,250.00</b>
	• Design Fees (8%)		6,420.00
	• Utility Fees (5%)		4,000.00
	• Design Contingency (15%)		<u>12,000.00</u>
	<b>TOTAL</b>	<b>=</b>	<b>\$102,670.00</b>

**Cost Estimates**

**Park Site F-53**

**West Roseville Specific Plan**

**6.0 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		120,000.00
2	Irrigation		261,000.00
3	Concrete Walkway Paving		75,000.00
4	Street Frontage Improvements	(1,840 LF)	55,200.00
5	Seeding for Turf		25,800.00
6	Planting of trees and Shrubs		60,000.00
7	Signage	(1)	10,000.00
8	Soccer Field	(1)	50,000.00
9	Neighborhood Park Play Apparatus	(1)	80,000.00
10	Group Picnic Area Medium (25 person)	(1)	50,000.00
11	Basketball Court	(1)	30,000.00
12	Volleyball Court (Sand)	(1)	25,000.00
13	Restroom	(1)	125,000.00
14	Drinking Fountain	(1)	5,000.00
15	Benches	(6)	4,200.00
16	Trash Receptacles	(8)	4,000.00
17	Informal Picnic Tables	(6)	4,800.00
18	Bicycle Parking	(1)	<u>700.00</u>

**SUBTOTAL = \$985,700.00**

- Design Fees (8%) 78,856.00
  - Utility Fees (5%) 49,285.00
  - Design Contingency (15%) 147,855.00
- TOTAL = \$1,261,696.00**

**Cost per Acre \$210,282.00**

# Cost Estimates

# Park Site F-54

West Roseville Specific Plan: Total Improvement Costs  
August 15, 2003  
The HLA Group, Landscape Architects & Planners, Inc.

90.9 Acres

1	Site Drainage and Grading (25AC)		500,000.00
2	Irrigation (18AC)		784,000.00
3	Concrete Walkway Paving		275,000.00
4	Street Frontage Improvements	(3,200 LF)	97,000.00
5	Seeding for Turf (18AC)		77,400.00
6	Planting of Trees and Shrubs (18AC)		180,000.00
7	Signage	(5)	50,000.00
8	Decomposed Granite Paths		120,000.00
9	Frisbee Golf Course (18 holes)	(1)	20,000.00
10	Community Park Play Apparatus	(5)	625,000.00
11	Group Picnic Area Large (80-100 person)	(5)	400,000.00
12	Group Picnic Area Medium (25 person)	(2)	100,000.00
13	Multi-Purpose Center	10,000 SF @ \$250	2,500,000.00
14	Detention Meadow (3.2 AC)		75,000.00
15	Park Road Improvements	(4,350 LF)	348,000.00
16	Parking	(570)	855,000.00
17	Park and Ride Spaces	(20)	30,000.00
18	Restroom/Concessions Building	(3)	450,000.00
19	Drinking Fountain	(12)	60,000.00
20	Benches	(30)	21,000.00
21	Trash Receptacles	(30)	15,000.00
22	Informal Picnic Tables	(60)	48,000.00
23	Bicycle Parking	(10)	7,000.00
24	Footbridge	(9)	450,000.00
25	Horseshoe Pits	(10)	<u>50,000.00</u>
	<b>SUBTOTAL</b>	=	<b>\$8,137,400.00</b>
	• Design Fees (8%)		650,992.00
	• Utility Fees (5%)		406,870.00
	• Design Contingency (15%)		<u>1,220,610.00</u>
	<b>TOTAL</b>	=	<b>\$10,415,872.00</b>

Cost per Acre \$114,586.00

# Cost Estimates

# Park Site F-54

West Roseville Specific Plan: WRSP City Wide Fee Improvement Costs  
 August 15, 2003

16.2 Acres

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading (6AC)		120,000.00
2	Irrigation (4AC)		174,240.00
3	Concrete Walkway Paving		120,000.00
4	Street Frontage Improvements	(900 LF)	27,000.00
5	Seeding for Turf (4AC)		17,200.00
6	Planting of Trees and Shrubs (4AC)		40,000.00
7	Signage	(1)	10,000.00
8	Decomposed Granite Paths		42,000.00
9	Frisbee Golf Course (18-holes)	(1)	20,000.00
10	Community Park Play Apparatus	(1)	125,000.00
11	Group Picnic Area Large (80-100 person)	(1)	80,000.00
12	Park Road Improvements	(880 LF)	70,000.00
16	Parking	(50)	75,000.00
17	Park and Ride Spaces	(20)	30,000.00
18	Restroom/Concessions Building	(1)	150,000.00
19	Drinking Fountain	(3)	15,000.00
20	Benches	(10)	7,000.00
21	Trash Receptacles	(8)	4,000.00
22	Informal Picnic Tables	(10)	8,000.00
23	Bicycle Parking	(2)	1,400.00
24	Volleyball (turf)	(2)	6,000.00
25	Horseshoe Pits	(2)	<u>10,000.00</u>

**SUBTOTAL** = **\$1,151,840.00**

- Design Fees (8%) 92,208.00
- Utility Fees (5%) 57,630.00
- Design Contingency (15%) 172,776.00

**TOTAL** = **\$1,474,454.00**

**Cost per Acre \$91,015.00**



**Cost Estimates****Park Site F-55/56****West Roseville Specific Plan: Total Improvement Costs  
August 15, 2003****75.6 Acres****The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		1,512,000.00
2	Irrigation		3,293,000.00
3	Concrete Walkway Paving		450,000.00
4	Street Frontage Improvements	(2800 LF)	84,000.00
5	Seeding for Turf		325,000.00
6	Planting of Trees and Shrubs		710,000.00
7	Signage	(5)	50,000.00
8	Softball Diamond (w/outfield fence)	(2)	210,000.00
9	Softball Lighting (105,000 lights + 20,000 pedestal and service) (2)		250,000.00
10	Baseball Diamond (w/outfield fence)	(2)	210,000.00
11	Soccer Field	(10)	500,000.00
12	Soccer Field Lights	(2)	300,000.00
13	Lighted Synthetic Turf Football/Soccer Stadium	(1)	1,250,000.00
14	Lighted Tennis Courts	(6)	270,000.00
15	Community Park Play Apparatus	(1)	125,000.00
16	Group Picnic Area Large (80-100 person)	(2)	160,000.00
17	Recreation Pool and Additional Swimming Pool Facilities		400,000.00
18	Joint Use Shower and Restroom Facilities (1,500 sf @ \$300 = \$450,000.00)		450,000.00
19	Community Center/Gymnasium (11,750 sf @ \$225 = \$2,643,750.00)		2,643,750.00
20	Parking	(970)	1,455,000.00
21	Refurbish Fiddymment House		250,000.00
22	Restroom/Concessions Building	(2)	300,000.00
23	Drinking Fountain	(8)	40,000.00
24	Benches	(30)	21,000.00
25	Trash Receptacles	(30)	15,000.00
26	Informal Picnic Tables	(30)	24,000.00
27	Bicycle Parking	(5)	<u>3,500.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$15,301,250.00</b>
	• Design Fees (8%)		1,224,100.00
	• Utility Fees (5%)		765,062.00
	• Design Contingency (15%)		<u>2,295,187.00</u>
	<b>TOTAL</b>	<b>=</b>	<b>\$19,585,599.00</b>

**Cost per Acre \$259,082.00**

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# Cost Estimates

# Park Site F-55/56

West Roseville Specific Plan: WRSP City Wide Fee Improvement Costs 75.6 Acres  
August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		1,512,000.00
2	Irrigation		2,893,000.00
3	Concrete Walkway Paving		450,000.00
4	Street Frontage Improvements	(2800 LF)	84,000.00
5	Seeding for Turf		325,000.00
6	Planting of Trees and Shrubs		710,000.00
7	Signage	(5)	50,000.00
8	Softball Diamond (w/outfield fence) (50% City/School District Cost Sharing)	(2)	105,000.00
9	Softball Lighting (105,000 lights + 20,000 pedestal and service) (2) (50% City/School District Cost Sharing)		125,000.00
10	Baseball Diamond (w/outfield fence) (Funded by School District)		0.00
11	Soccer Field	(8)	400,000.00
12	Soccer Field Lights	(2)	300,000.00
13	Lighted Synthetic Turf Football/Soccer Stadium (Funded by School District)		0.00
14	Lighted Tennis Courts (Funded by School District)		0.00
15	Community Park Play Apparatus	(1)	125,000.00
16	Group Picnic Area Large (80-100 person)	(2)	160,000.00
17	Recreation Pool and Additional Swimming Pool Facilities (Funded by City)		400,000.00
18	Joint Use Shower and Restroom Facilities (1,500 sf @ \$300 = \$450,000.00) (50% City/School District Cost Sharing)		0.00
19	Community Center/Gymnasium (11,750 sf @ \$225 = \$2,643,750.00)		0.00
20	Parking	(620)	930,000.00
21	Refurbish Fiddymment House		250,000.00
22	Restroom/Concessions Building	(2)	300,000.00
23	Drinking Fountain	(8)	40,000.00
24	Benches	(30)	21,000.00
25	Trash Receptacles	(30)	15,000.00



**Cost Estimates****Park Site F-55/56****West Roseville Specific Plan: School District Improvement Costs**  
**August 15, 2003****75.6 Acres**

The HLA Group, Landscape Architects &amp; Planners, Inc.

1	Site Drainage and Grading		0.00
2	Irrigation		400,000.00
3	Concrete Walkway Paving		0.00
4	Street Frontage Improvements		0.00
5	Seeding for Turf		0.00
6	Planting of Trees and Shrubs		0.00
7	Signage		0.00
8	Softball Diamond (w/outfield fence) (50% City/School District Cost Sharing)	(2)	105,000.00
9	Softball Lighting (105,000 lights + 20,000 pedestal and service) (50% City/School District Cost Sharing)	(2)	125,000.00
10	Baseball Diamond (w/outfield fence) (Funded by School District)		210,000.00
11	Soccer Field		0.00
12	Soccer Field Lights		0.00
13	Lighted Synthetic Turf Football/Soccer Stadium (Funded by School District)	(1)	1,250,000.00
14	Lighted Tennis Courts (Funded by School District)	(6)	270,000.00
15	Community Park Play Apparatus		0.00
16	Group Picnic Area Large (80-100 person)		0.00
17	Recreation Pool and Additional Swimming Pool Facilities (Funded by City)		0.00
18	Joint Use Shower and Restroom Facilities (1,500 sf @ \$300 = \$450,000.00) (50% City/School District Cost Sharing)		225,000.00
19	Parking	(350)	525,000.00
20	Refurbish Fiddymment House		0.00
21	Restroom/Concessions Building		0.00
22	Drinking Fountain		0.00
23	Benches		0.00
24	Trash Receptacles		0.00

**Cost Estimates**

**Park Site F-55/56**

**West Roseville Specific Plan: School District Improvement Costs**

**75.6 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

25	Informal Picnic Tables		0.00
26	Bicycle Parking		<u>0.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$3,110,000.00</b>
	• Design Fees (8%)		248,800.00
	• Utility Fees (5%)		155,500.00
	• Design Contingency (15%)		<u>466,500.00</u>
	<b>TOTAL</b>	<b>=</b>	<b>\$3,980,800.00</b>

**Cost Estimates****Park Site F-55/56****West Roseville Specific Plan: Improvement Costs as Funding Becomes Available 75.6 Acres  
August 15, 2003****The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		0.00
2	Irrigation		0.00
3	Concrete Walkway Paving		0.00
4	Street Frontage Improvements		0.00
5	Seeding for Turf		0.00
6	Planting of Trees and Shrubs		0.00
7	Signage		0.00
8	Softball Diamond (w/outfield fence) (50% City/School District Cost Sharing)		0.00
9	Softball Lighting (105,000 lights + 20,000 pedestal and service) (50% City/School District Cost Sharing)		0.00
10	Baseball Diamond (w/outfield fence) (Funded by School District)		0.00
11	Soccer Field	(2)	100,000.00
12	Soccer Field Lights		0.00
13	Lighted Synthetic Turf Football/Soccer Stadium (Funded by School District)		0.00
14	Lighted Tennis Courts (Funded by School District)		0.00
15	Community Park Play Apparatus		0.00
16	Group Picnic Area Large (80-100 person)		0.00
17	Recreation Pool and Additional Swimming Pool Facilities (Funded by City)		0.00
18	Joint Use Shower and Restroom Facilities (1,500 sf @ \$300 = \$450,000.00) (50% City/School District Cost Sharing)		225,000.00
19	Community Center/Gymnasium (11,750 sf @ \$225 = \$2,643,750.00)		2,643,750.00
20	Parking		0.00
21	Refurbish Fiddlyment House		0.00
22	Restroom/Concessions Building		0.00
23	Drinking Fountain		0.00
24	Benches		0.00
25	Trash Receptacles		0.00

**Cost Estimates**

**Park Site F-55/56**

**West Roseville Specific Plan: Improvement Costs as Funding Becomes Available 75.6 Acres  
August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

26	Informal Picnic Tables		0.00
27	Bicycle Parking		<u>0.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$4,290,625.00</b>
	• Design Fees (8%)		343,250.00
	• Utility Fees (5%)		214,530.00
	• Design Contingency (15%)		<u>643,600.00</u>
	<b>TOTAL</b>	<b>=</b>	<b>\$5,492,005.00</b>

**Cost Estimates**

**Park Site W-50**

West Roseville Specific Plan

14.1 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		282,000.00
2	Irrigation		614,000.00
3	Concrete Walkway Paving		166,000.00
4	Street Frontage Improvements	(1600LF)	50,000.00
5	Seeding for Turf		60,000.00
6	Planting of Trees and Shrubs		140,000.00
7	Signage	(2)	20,000.00
8	Youth Baseball Diamond (w/o outfield fence)	(2)	190,000.00
9	Soccer Field	(2)	100,000.00
10	Neighborhood Park Play Apparatus		80,000.00
11	Group Picnic Areas Medium (25 person)		50,000.00
12	Joint Use Parking	(30)	45,000.00
13	Restroom	(1)	125,000.00
14	Drinking Fountain	(2)	10,000.00
15	Benches	(10)	7,000.00
16	Trash Receptacles	(20)	10,000.00
17	Informal Picnic Tables	(12)	9,600.00
18	Bicycle Parking	(2)	<u>1,400.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$1,960,000.00</b>

- Design Fees (8%) 156,800.00
- Utility Fees (5%) 98,000.00
- Design Contingency (15%) 294,000.00

**TOTAL = \$2,508,800.00**

**Cost per Acre \$177,929.00**

01/18/04 01/18/04 01/18/04 01/18/04  
01/18/04 01/18/04 01/18/04 01/18/04

**Cost Estimates****Park Site W-51**

West Roseville Specific Plan

12.1 Acres

August 15, 2003

The HLA Group, Landscape Architects &amp; Planners, Inc.

1	Site Drainage and Grading		242,000.00
2	Irrigation		527,000.00
3	Concrete Walkway Paving		150,000.00
4	Street Frontage Improvements	(1200 LF)	36,000.00
5	Seeding for Turf		52,030.00
6	Planting of Trees and Shrubs		120,000.00
7	Signage		10,000.00
8	Softball Diamond (w/o outfield fence)	(2)	190,000.00
9	Soccer Field	(1)	50,000.00
10	Neighborhood Park Play Apparatus		80,000.00
11	Group Picnic Area Medium (25 person)		50,000.00
12	Basketball Court		30,000.00
13	Parking	(50)	75,000.00
14	Restroom	(1)	125,000.00
15	Drinking Fountain	(2)	10,000.00
16	Benches	(6)	4,200.00
17	Trash Receptacles	(15)	7,500.00
18	Informal Picnic Tables	(12)	9,600.00
19	Bicycle Parking	(2)	<u>1,400.00</u>

**SUBTOTAL** = **\$1,769,730.00**

- Design Fees (8%) 141,578.00
- Utility Fees (5%) 88,486.00
- Design Contingency (15%) 265,459.00

**TOTAL** = **\$2,265,253.00**

**Cost per Acre** **\$187,211.00**



**Cost Estimates****Park Site W-53****West Roseville Specific Plan****9.1 Acres****August 15, 2003****The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		182,000.00
2	Irrigation		396,500.00
3	Concrete Walkway Paving		116,000.00
4	Street Frontage Improvements	(2400 SF)	72,000.00
5	Seeding for Turf		41,000.00
6	Planting of Trees and Shrubs		96,000.00
7	Signage		10,000.00
8	Youth Baseball Diamond (w/o outfield fence)	(1)	95,000.00
9	Soccer Field	(1)	50,000.00
10	Neighborhood Park Play Apparatus		80,000.00
11	Group Picnic Area Medium (25 person)		50,000.00
12	Parking	(25)	37,500.00
13	Basketball Court	(2)	60,000.00
14	Restroom	(1)	125,000.00
15	Drinking Fountain	(2)	10,000.00
16	Benches	(12)	8,400.00
17	Trash Receptacles	(15)	7,500.00
18	Informal Picnic Tables	(12)	9,600.00
19	Bicycle Parking	(2)	<u>1,400.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$1,447,900.00</b>

• Design Fees (8%)	115,832.00
• Utility Fees (5%)	72,395.00
• Design Contingency (15%)	217,185.00

<b>TOTAL</b>	<b>=</b>	<b>\$1,853,312.00</b>
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**Cost per Acre \$203,660.00**

## Cost Estimates

## Park Site W-54

West Roseville Specific Plan: Total Improvement Costs  
August 15, 2003

3.5 Acres

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		70,000.00
2	Irrigation		100,000.00
3	Concrete Walkway Paving		171,250.00
4	Seat Walls		55,000.00
5	Street Frontage Improvements	(1600 LF)	50,000.00
6	Seeding for Turf		15,000.00
7	Planting of Trees and Shrubs		35,000.00
8	Signage		10,000.00
9	Interactive Water Play Feature		100,000.00
10	Independent Play Structures		75,000.00
11	Civic Plazas (2)		150,000.00
12	Plaza Fountain		75,000.00
13	Central Structure/Stage		150,000.00
14	Concrete Bollards (45)		22,500.00
15	Drinking Fountain	(2)	10,000.00
16	Benches	(30)	21,000.00
17	Trash Receptacles	(12)	6,000.00
18	Informal Picnic Tables	(10)	8,000.00
19	Bicycle Parking	(2)	<u>1,400.00</u>
	<b>SUBTOTAL</b>	=	<b>\$1,125,150.00</b>

- Design Fees (8%) 90,012.00
- Utility Fees (5%) 56,258.00
- Design Contingency (15%) 168,773.00

**TOTAL** = **\$1,440,193.00**

Cost per Acre \$411,485.00

**Cost Estimates****Park Site W-54**

**West Roseville Specific Plan: WRSP City Wide Fee Improvement Costs 3.5 Acres**  
**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		0.00
2	Irrigation		0.00
3	Concrete Walkway Paving		85,625.00
4	Seat Walls		44,000.00
5	Street Frontage Improvements	(1600 LF)	0.00
6	Seeding for Turf		0.00
7	Planting of Trees and Shrubs		0.00
8	Signage		0.00
9	Interactive Water Play Feature		100,000.00
10	Independent Play Structures		0.00
11	Civic Plazas (2)		150,000.00
12	Plaza Fountain		75,000.00
13	Central Structure/Stage		150,000.00
14	Concrete Bollards (45)		22,500.00
15	Drinking Fountain	(1)	5,000.00
16	Benches	(24)	16,800.00
17	Trash Receptacles	(6)	3,000.00
18	Informal Picnic Tables	(5)	4,000.00
19	Bicycle Parking	(1)	<u>700.00</u>

**SUBTOTAL = \$656,625.00**

- Design Fees (8%) 52,530.00
- Utility Fees (5%) 32,831.00
- Design Contingency (15%) 98,494.00

**TOTAL = \$840,480.00**

**Cost per Acre \$240,137.00**

**Cost Estimates****Park Site W-54**

**West Roseville Specific Plan: WRSP Neighborhood Park Fee Improvement Costs 3.5 Acres**  
**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		70,000.00
2	Irrigation		100,000.00
3	Concrete Walkway Paving		85,625.00
4	Seat Walls		11,000.00
5	Street Frontage Improvements	(1600 LF)	50,000.00
6	Seeding for Turf		15,000.00
7	Planting of Trees and Shrubs		35,000.00
8	Signage		10,000.00
9	Interactive Water Play Feature		0.00
10	Independent Play Structures		75,000.00
11	Civic Plazas (2)		0.00
12	Plaza Fountain		0.00
13	Central Structure/Stage		0.00
14	Concrete Bollards (45)		0.00
15	Drinking Fountain	(1)	5,000.00
16	Benches	(6)	4,200.00
17	Trash Receptacles	(6)	3,000.00
18	Informal Picnic Tables	(5)	4,000.00
19	Bicycle Parking	(1)	<u>700.00</u>

**SUBTOTAL = \$468,525.00**

- Design Fees (8%) 37,482.00
- Utility Fees (5%) 23,426.00
- Design Contingency (15%) 70,280.00

**TOTAL = \$599,713.00**

**Cost per Acre \$171,347.00**

**Cost Estimate****Park Site W-55****West Roseville Specific Plan****8.2 Acres****August 15, 2003**

The HLA Group, Landscape Architects &amp; Planners, Inc.

1	Site Drainage and Grading		164,000.00
2	Irrigation		357,000.00
3	Concrete Walkway Paving		130,000.00
4	Street Frontage Improvements	(500 LF)	16,000.00
5	Seeding for Turf		35,200.00
6	Planting of Trees and Shrubs		82,000.00
7	Signage		10,000.00
8	Softball Diamond (w/o outfield fence)	(1)	105,000.00
9	Softball Field Lights	(1)	125,000.00
10	Neighborhood Park Play Apparatus		80,000.00
11	Group Picnic Areas Medium (25 person)		50,000.00
12	Joint Use Parking	(15)	22,500.00
13	Restroom	(1)	125,000.00
14	Basketball Court	(1)	30,000.00
15	Drinking Fountain	(1)	5,000.00
16	Benches	(6)	4,200.00
17	Trash Receptacles	(10)	5,000.00
18	Informal Picnic Tables	(6)	4,800.00
19	Bicycle Parking	(1)	<u>700.00</u>

**SUBTOTAL** = **\$1,351,400.00**

- Design Fees (8%) **\$108,112.00**
- Utility Fees (5%) **67,570.00**
- Design Contingency (15%) **202,710.00**

**TOTAL** = **\$1,729,792.00**

**Cost per Acre \$210,950.00**

**Cost Estimate**

**Bike Trails through Open Space**

**West Roseville Specific Plan**

**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

Open Space

1.	Open Space F-83		
	• Bike Trail	4,500LF	\$337,500.00
	• Bike Trail Entry Point/Signage	4	6,000.00
	• Bike Trail Kiosk	1	<u>2,500.00</u>
	Subtotal:		\$346,000.00
2.	Open Space F-84		
	• Bike Trail	4,900LF	\$367,500.00
	• Bike Trail Entry Point/Signage	5	7,500.00
	• Bike Trail Kiosk (Fiddymment Park)	1	2,500.00
	• Bridge Crossing	1	50,000.00
	• Trail Culvert Crossing	2	<u>20,000.00</u>
	Subtotal:		\$447,500.00
3.	Open Space F-85		
	• Bike Trail	1,650LF	\$123,750.00
	• Bike Trail Entry Point/Signage	1	<u>1,500.00</u>
	Subtotal:		\$125,250.00
4.	Between OS P-85 and Phillip Road		
	• Bike Trail	400LF	\$30,000.00
	• Bike Trail Entry Point/Signage	2	<u>3,000.00</u>
	Subtotal:		\$33,000.00
5.	Open Space F-86		
	• Bike Trail	2,500LF	\$187,500.00
	• Bike Trail Entry Point/Signage	2	3,000.00
	• Bike Trail Kiosk (Regional Sports Park)	1	2,500.00
	• Bridge Crossing	1	50,000.00
	• Post and Cable Fencing	400LF	<u>4,000.00</u>
	Subtotal:		\$247,000.00

**Cost Estimate**

**Bike Trails through Open Space**

**West Roseville Specific Plan**

**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

6.	Open Space F-87		
	• Bike Trail	1,000LF	\$75,000.00
	• Bike Trail Entry Point/Signage	2	3,000.00
	• Post and Cable Fencing	1,000LF	<u>10,000.00</u>
	Subtotal:		\$88,000.00
7.	Open Space F-88		
	• Bike Trail	2,100LF	\$157,500.00
	• Bike Trail Entry Point/Signage	2	3,000.00
	• Post and Cable Fencing	2,100LF	<u>21,000.00</u>
	Subtotal:		\$181,500.00
8.	Open Space F-89 (Phillip Road)		
	• Bike Trail	1,500LF	\$112,500.00
	• Bike Trail Entry Point/Signage	2	<u>3,000.00</u>
	Subtotal:		\$115,500.00
9.	Veterans Park Trail (connection from OS F-83 to Crocker Ranch Road)		
	• Bike Trail	950 LF	\$71,250.00
	• Bike Trail Entry Point/Signage	2	<u>3,000.00</u>
			\$74,250.00
10.	Veterans Park Trail (connection from Crocker Ranch segment south to Veterans Park)		
	• Bike Trail	550 LF	\$41,250.00
	• Bike Trail Entry Point/Signage	2	3,000.00
	• Trail Culvert Crossing	1	<u>10,000.00</u>
			\$54,250.00
11.	Open Space W-81		
	• Bike Trail	11,250LF	\$843,750.00
	• Bike Trail Entry Point/Signage	4	6,000.00
	• Post and Cable Fencing	13,500LF	<u>135,000.00</u>
	Subtotal:		\$984,750.00

**Cost Estimate**

**Bike Trails through Open Space**

**West Roseville Specific Plan**

**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

12. Open Space W-82 (W-84)			
• Bike Trail	950LF	\$71,500.00	
• Bike Trail Entry Point/Signage	2	3,000.00	
• Post and Cable Fencing	950LF	<u>9,500.00</u>	
	Subtotal:		\$84,000.00
13. Open Space W-83			
• Bike Trail	4,200LF	\$315,000.00	
• Bike Trail Entry Point/Signage	2	3,000.00	
• Bike Trail Kiosk	1	2,500.00	
• Post and Cable Fencing	4,200LF	<u>42,000.00</u>	
	Subtotal:		<u>\$362,500.00</u>
	<b>SUBTOTAL:</b>	=	<b>\$3,143,500.00</b>
	• Design Fees (8%)		\$251,480.00
	• Design Contingency (15%)		<u>\$471,525.00</u>
	<b>TOTAL:</b>	=	<b>\$3,866,505.00</b>

**Cost Estimate**

**Paseo F-90**

**West Roseville Specific Plan**

**1.2 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		23,955.00
2	Irrigation		78,919.00
3	Planting of Trees and Shrubs		95,832.00
4	Bike Trail Entry Point/Signage	(1)	1,500.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(1,000 LF)	<u>75,000.00</u>

**SUBTOTAL = \$277,006.00**

- Design Fees (8%) 22,160.00
  - Utility Fees (5%) 13,850.00
  - Design Contingency (15%) 41,551.00
- TOTAL = \$376,727.00**

**Cost per Acre \$313,939.00**

**Cost Estimate**

**Paseo F-91**

**West Roseville Specific Plan**

**.9 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		19,600.00
2	Irrigation		39,206.00
3	Planting of Trees and Shrubs		78,408.00
4	Bike Trail Entry Point/Signage	(1)	1,500.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(700 LF)	<u>52,500.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$193,014.00</b>

- Design Fees (8%) 15,441.00
- Utility Fees (5%) 9,650.00
- Design Contingency (15%) 28,952.00

**TOTAL = \$247,057.00**

**Cost per Acre \$274,507.00**

**Cost Estimate**

**Paseo F-92**

**West Roseville Specific Plan**

**3.0 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		65,334.00
2	Irrigation		130,686.00
3	Planting of Trees and Shrubs		261,360.00
4	Bike Trail Entry Point/Signage	(1)	1,500.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trails (Path and Shoulder)	(2400 LF)	<u>180,000.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$640,680.00</b>

- Design Fees (8%) 51,254.00
- Utility Fees (5%) 32,034.00
- Design Contingency (15%) 96,102.00

**TOTAL = \$820,070.00**

**Cost per Acre \$273,356.00**



**Cost Estimate**

**Paseo W-84**

**West Roseville Specific Plan**

**.9 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		19,582.00
2	Irrigation		39,224.00
3	Planting of Trees and Shrubs		78,408.00
4	Bike Trail Entry Point/Signage	(2)	3,000.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trails (Path and Shoulder)	(800 LF)	<u>60,000.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$202,014.00</b>

- Design Fees (8%) 16,161.00
- Utility Fees (5%) 10,100.00
- Design Contingency (15%) 30,302.00

**TOTAL = \$258,577.00**

**Cost per Acre \$287,307.00**

**Cost Estimate**

**Paseo W-85**

**West Roseville Specific Plan**

**1.1 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		21,778.00
2	Irrigation		43,562.00
3	Planting of Trees and Shrubs		87,120.00
4	Bike Trail Entry Point/Signage	(2)	3,000.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(800 LF)	<u>60,000.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$217,260.00</b>

- Design Fees (8%) 17,380.00
- Utility Fees (5%) 10,863.00
- Design Contingency (15%) 32,589.00

**TOTAL = \$278,092.00**

**Cost per Acre \$252,810.00**

**Cost Estimate**

**Paseo W-87**

**West Roseville Specific Plan**

**2.7 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		56,622.00
2	Irrigation		113,262.00
3	Street Frontage Improvements	(1600 LF)	50,000.00
4	Planting of Trees and Shrubs		235,224.00
5	Bike Trail Entry Point/Signage	(2)	3,000.00
6	Benches	(2)	1,000.00
7	Trash Receptacles	(2)	800.00
8	Bicycle Trail (Path and Shoulder)	(1,650 LF)	<u>123,750.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$583,658.00</b>
	• Design Fees (8%)		46,692.00
	• Utility Fees (5%)		29,182.00
	• Design Contingency (15%)		87,548.00
	<b>TOTAL</b>	<b>=</b>	<b>\$747,080.00</b>

**Cost per Acre \$276,696.00**

**Cost Estimate**

**Paseo W-88**

**West Roseville Specific Plan**

**1.5 Acres**

**August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

1	Finish Grading		32,667.00
2	Irrigation		65,343.00
3	Planting of Trees and Shrubs		130,680.00
4	Bike Trail Entry Point/Signage	(1)	1,500.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(1600 LF)	<u>120,000.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$351,990.00</b>

- Design Fees (8%) 28,159.00
- Utility Fees (5%) 17,560.00
- Design Contingency (15%) 52,798.00

**TOTAL = \$450,507.00**

**Cost per Acre \$300,338.00**

**Cost Estimate**

**Paseo W-89**

**West Roseville Specific Plan**

**2.1 Acres**

**August 15, 2003**

**The HLA Group, Landscape Architects & Planners, Inc.**

1	Finish Grading		50,094.00
2	Irrigation		100,188.00
3	Planting of Trees and Shrubs		200,376.00
4	Bike Trail Entry Point/Signage	(2)	3,000.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(1,250 LF)	<u>93,750.00</u>
	<b>SUBTOTAL</b>	<b>=</b>	<b>\$449,208.00</b>

- Design Fees (8%) 35,936.00
- Utility Fees (5%) 22,460.00
- Design Contingency (15%) 67,381.00

**TOTAL = \$574,985.00**

**Cost per Acre \$273,802.00**

**Cost Estimates****Typical Unit Prices**

**West Roseville Specific Plan  
August 15, 2003**

**Neighborhood/Joint-Use/Community Parks**

1	Site Drainage and Grading	\$20,000	Acre
2	Irrigation	\$1	SF
3	Concrete Walkway Paving	\$5	SF
4	Street Frontage Improvements (curb & gutter, street lights)	\$20	LF plus \$3000/light
5	Seeding for Turf	\$4,300	Acre
6	Planting of Trees and Shrubs	\$10,000	Acre
7	Signage	\$10,000	EA
8	Youth Baseball Diamond(w/o outfield fence)	\$95,000	EA
9	Youth Baseball Diamond (w/outfield fence)	\$110,000	EA
10	Softball Diamond (w/o outfield fence)	\$105,000	EA
11	Softball Diamond (w/outfield fence)	\$125,000	EA
12	Soccer Field	\$50,000	EA
13	Soccer Field Lights	\$150,000	EA
14	Softball Diamond Lights	\$125,000	EA
15	Large Group Picnic Area (80-100 person)	\$80,000	EA
16	Medium Group Picnic Area (25 person)	\$50,000	EA
17	Small Group Picnic Area (8 person)	\$35,000	EA
18	Parking	\$1500	EA Stall
19	Restroom/Concessions	\$150,000	EA
20	Restroom	\$125,000	EA
21	Drinking Fountain	\$5,000	EA
22	Bench	\$700	EA
23	Trash Receptacle	\$500	EA
24	Informal Picnic Tables	\$800	EA
25	Neighborhood Park Play Apparatus	\$80,000	EA
26	Community Park Play Apparatus	\$125,000	EA
27	Lighted Tennis Court	\$45,000	EA

**Cost Estimates****Typical Unit Prices**

**West Roseville Specific Plan  
August 15, 2003**

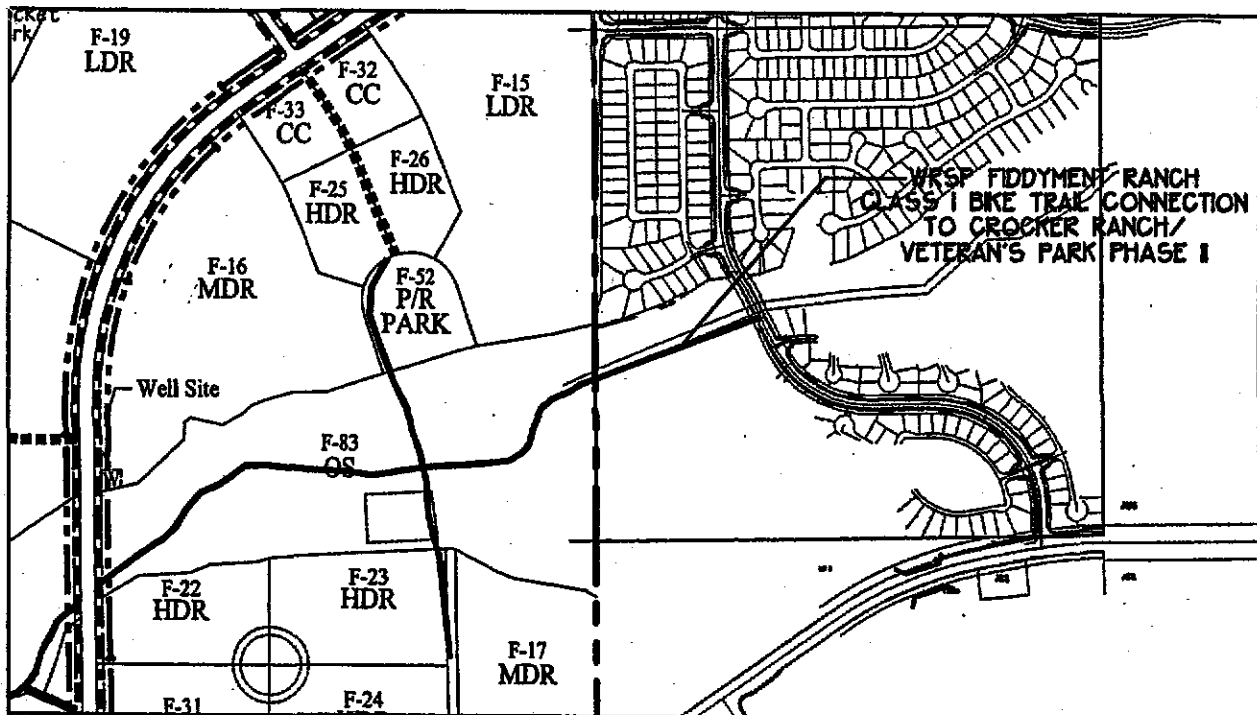
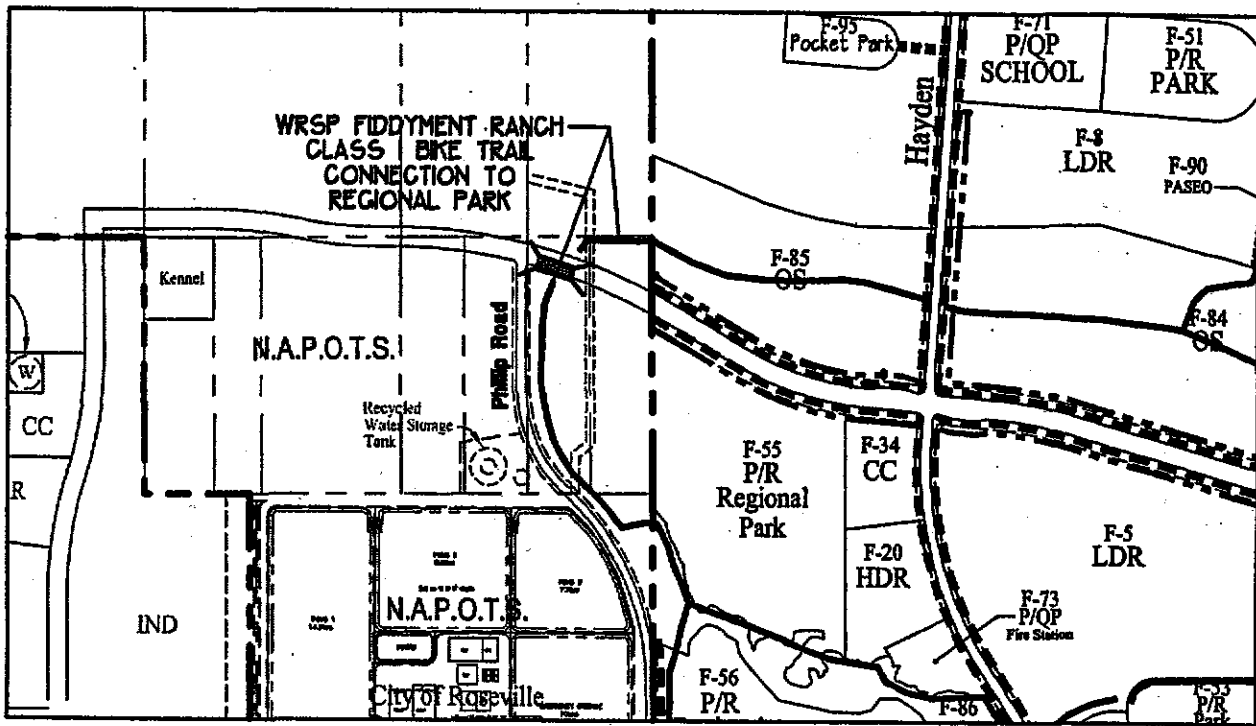
28	Refurbish Fiddymment House	\$250,000	Allow
29	Horseshoe Pits	\$5,000	EA
30	Basketball Court	\$30,000	EA
31	Volleyball Court		
	• Turf	\$3,000	EA
	• Sand	\$25,000	EA
32	Interactive Water Play Feature	\$100,000	EA
33	Frisbee Golf Course (18-holes)	\$20,000	EA
34	Pedestrian/Bike Bridge	\$50,000	EA
35	Trail Culvert Crossing	\$10,000	EA
36	Post and Cable Fence	\$10	LF
37	Bike Trail Kiosk	\$2,500	EA
38	Bike Trail Entry Points	\$1,500	EA
39	Bicycle Parking	\$700	EA
40	Bicycle Trail and Shoulder	\$75	LF

**Paseos**

1	Finish Grading	\$ .50	SF
2	Irrigation	\$1	SF
3	Street Frontage Improvements (curb & gutter, street lights)	\$20	LF plus \$3,000/light
4	Planting of Trees and Shrubs	\$2	SF
5	Signage	\$10,000	Site
6	Benches	\$700	EA
7	Trash Receptacles	\$500	EA
8	Bicycle Trail and Shoulder	\$75	LF
9	Bike Trail Kiosk	\$2,500	EA
10	Bike Trail Entry Point/Signage	\$1,500	EA
11	Trail Culvert Crossings	\$10,000	EA



# Exhibit II Off-Site Bikeway Improvements



LEGEND	
—————	CLASS I BIKE PATH
- - - - -	CLASS IA BIKE PATH
- · - · -	CLASS II BIKE PATH
· · · · ·	CLASS III BIKE PATH

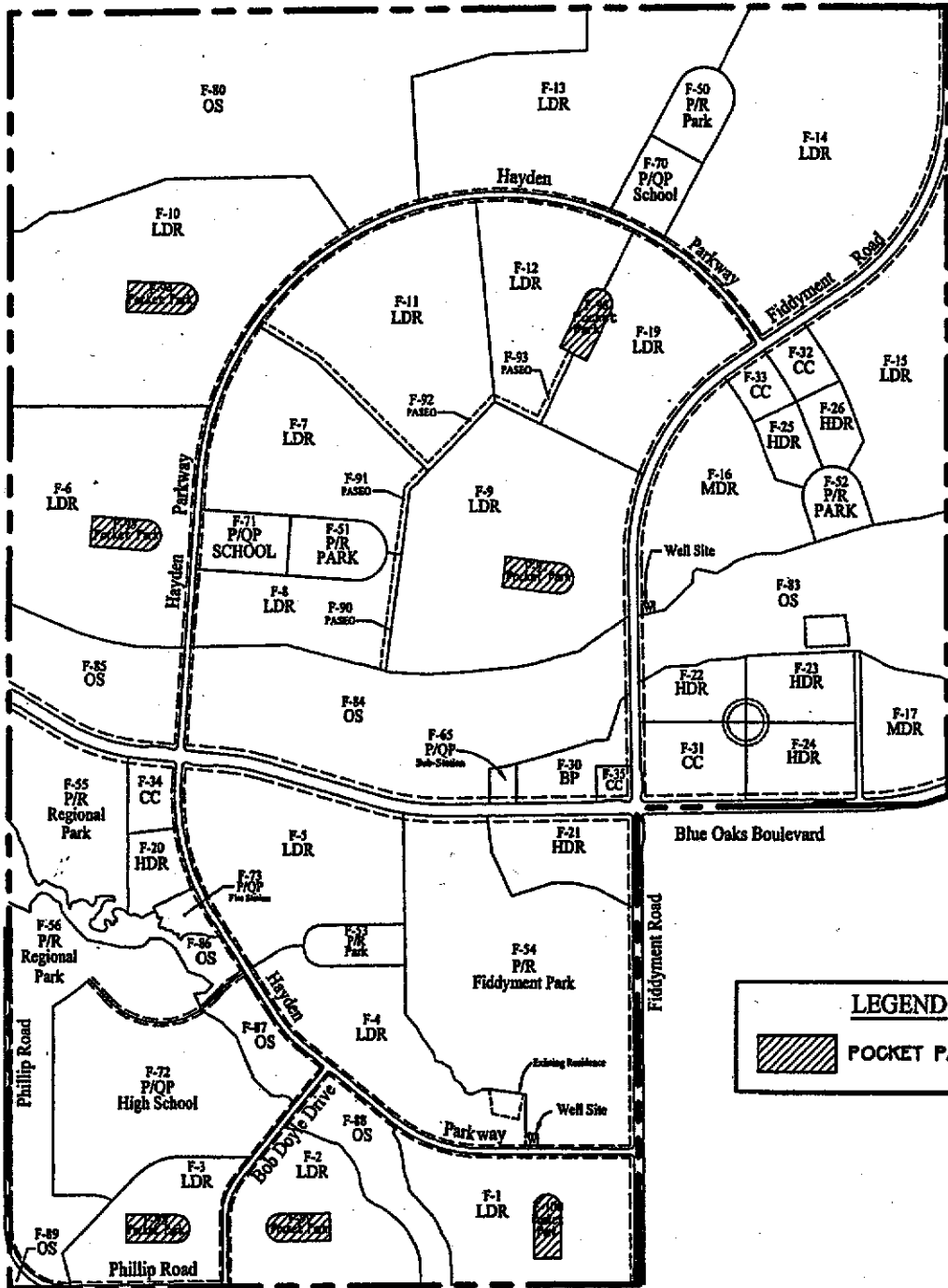


SCALE: 1" = 1000'

**WOOD RODGERS**  
 ENGINEERING - MAPPING - PLANNING - SURVEYING  
 8801 G St., Bldg. 100-B    Tel 978.241.7700  
 Sacramento, GA 30570    Fax 978.241.7707

10/20/01 10:00 AM 10/20/01 10:00 AM 10/20/01 10:00 AM 10/20/01 10:00 AM 10/20/01 10:00 AM

# Exhibit JJ Pocket Park Sites



**LEGEND**

**POCKET PARK SITES**



SCALE: 1" = 1500'

03018-00000 01/26/01 02/01/01

**WOOD RODGERS**  
 ARCHITECTS • PLANNERS • ENGINEERS  
 2001 O St., Ste. 100-B    Tel 919.861.7700  
 Durham, NC 27703       Fax 919.861.7707

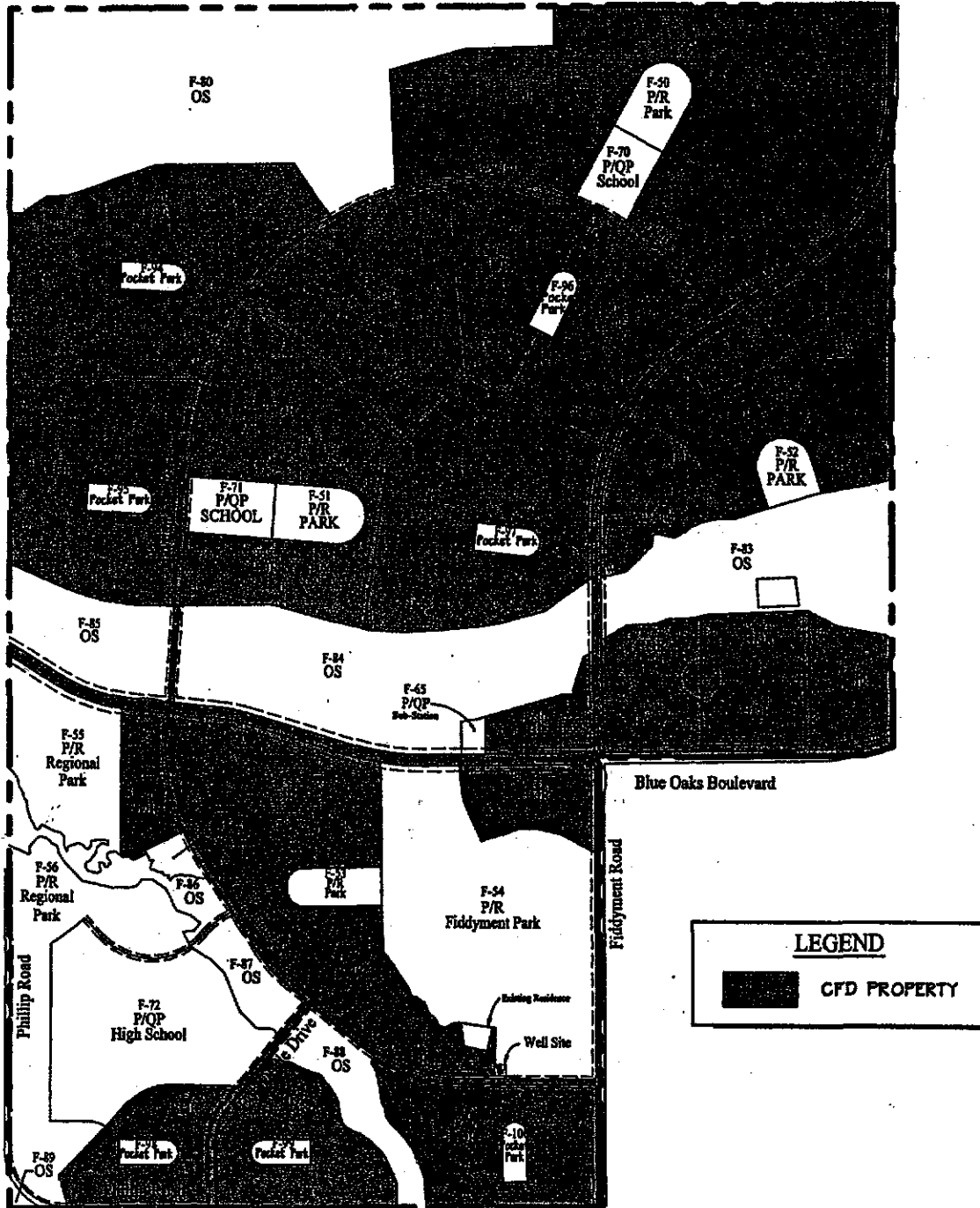
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# Exhibit NN Community Facilities District Property



**LEGEND**

**CFD PROPERTY**



SCALE: 1" = 1500'

0000 0000 0000 0000

**WOOD RODGERS**  
ENGINEERING • MAPPING • PLANNING • SURVEYING

2901 G St. Ste. 100-B    Tel 913-241-7700  
Overland Park, KS 66202    Fax 913-241-7707

## West Roseville Specific Plan Infrastructure Phasing & Reimbursement Schedule

The West Roseville Specific Plan provides for a comprehensively planned infrastructure system and coordinates the phasing and construction of facilities for the project. Improvements have been described by landownership between Fiddymment Ranch or Signature Properties ("Fiddymment Ranch") and Westpark ("Westpark"). This Infrastructure Schedule and accompanying exhibits are referenced in the project Development Agreements. Off-site improvements have been assigned to one ownership or another in the infrastructure schedule and the development agreements obligate both parties with all off-site improvements. All references to "reimbursements" by the City of Roseville shall mean credits against City Fees, except where noted otherwise.

The infrastructure requirements for each phase of development include all on-site backbone infrastructure and off-site facilities necessary for each phase to proceed, as described in Exhibit 'E', "Phasing Plan". The Fiddymment Ranch property will be developed in three phases. The Westpark property will be developed in four phases. Development will occur in sequential order. Alternatives to the infrastructure schedule will require review and approval by the City, as indicated in the development plan.

The following general requirements apply to all phases:

1. All in-tract sewer, storm drain, water and dry utilities will be installed as part of the local subdivision street improvements.
2. All roads listed shall include medians and median landscaping as defined in the Specific Plan Circulation section and Design Guidelines. Installation of landscape corridors alongside roadways shall occur concurrent with development on adjacent parcels, except for landscaping adjacent to Phillip Road adjacent to the PGWWTP, which shall be installed concurrent with the construction of Phillip Road.
3. Storm drainage improvements are subject to City Improvement Standards and shall be installed concurrent with roadway construction.
4. Frontage improvements adjacent to development parcels shall consist of median curbs and median landscaping, travel lanes, bike lanes, curb and gutter. Frontage improvements for parks or open space parcels shall be installed concurrent with road improvements and infrastructure required by subdivisions on the opposite side of the street within each individual phase or sub-phase. Construction of sidewalks, masonry walls and landscape corridors alongside streets shall be installed concurrent with development of the adjacent parcel and the construction of homes.

5. The timing of development of the fire station and park sites (not including pocket parks) is determined by the City and dependent on collection of necessary fees for park construction. The timing for park site delivery and frontage improvements are identified in the schedule.
6. The measurement references used for construction of roadways, infrastructure and like items are all approximate. The City will approve the actual measurements when improvement plans are reviewed.
7. Where applicable, sidewalk/handicap ramps at curb returns will be constructed with the phased roadway, sidewalks adjacent to parks will be constructed at the time of the park development and sidewalks adjacent to open space will be constructed with the phased roadway.
8. The construction of intersections planned for future signalization shall include all necessary underground facilities such that the future installation of traffic signals will not require trenching in the street.
9. All streets constructed shall have standard curb and gutter (or median curbs) on both sides.
10. Some entries in the schedule indicate developer and City participation in improvements. Specific discussion regarding participation by the City and developer is outlined in the development agreements.

**Phase 1**

The following narrative for Phase 1 describes improvements needed to serve the following parcels included in Phase 1: F-1, F-2, F-3, F-4, F-5, F-17, F-21, F-22, F-23, F-24, F-30, F-31, F-35, F-53, F-56, F-65, F-67, F-72, F-73, F-86, F-87, F-88, F-89, F-98, F-99, F-100 and W-1, W-2, W-3, W-4, W-5, W-7, W-55, W-74, W-75, W-82, W-88 and W-89.

**Streets – Phase 1: Street Phasing Exhibit B**

1. Construct northerly half section of Blue Oaks Boulevard (6-lane arterial) including landscaped median, three travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the east property boundary of Fiddymont Ranch west to the intersection with Fiddymont Road (2,669± LF).
  - a. Responsibility: Fiddymont Ranch
  - b. Cost Sharing: Fiddymont Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 325,610)
  
2. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Fiddymont Road intersection to the westerly parcel line of F-21 (1,280± LF).
  - a. Responsibility: Fiddymont Ranch
  - b. Cost Sharing: Fiddymont Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 129,325)
  
3. Construct southerly half section of Blue Oaks Boulevard (1,915± LF) adjacent to parcel F-5 including two travel lanes, 14-foot median (which may be

deferred until Phase 3), curb, gutter, streetlights, joint trench and all in-street utilities. The final lift of asphalt shall be deferred until Phase 3.

- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 97,135)
4. Construct westerly half section of Fiddymment Road (a 4-lane arterial) including landscaped median, two travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the southerly boundary of the Fiddymment Ranch property to the intersection with Blue Oaks Boulevard (3,967± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 358,635)
    - ii) Reimbursement from Del Webb in accordance with their Deferred Improvement Agreement for median landscaping and curbs. (Estimated \$ 171,231)
5. Construct full Fiddymment Road section (a 4-lane arterial) north beyond the intersection of Blue Oaks Blvd. to the intersection with the entry at parcels F-22 and F-31, to include median, travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities and traffic barriers to allow construction of future phases to occur without significantly disrupting traffic flows at the intersection (730± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:

- i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 87,270)
6. Install traffic signal improvements including signage at intersections of Fiddymment Road and Blue Oaks Boulevard, Fiddymment Road and Hayden Parkway and Blue Oaks Boulevard, and Fiddymment Road at entry of parcels F-17 and F-24.
- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursements:
- i) *Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$972,000).*
7. Construct entire section of Hayden Parkway south of Blue Oaks Boulevard including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Fiddymment Road adjacent to parcels F-1 and F-54 northwest to the future extension of Blue Oaks Boulevard (5,792± LF).
- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursements:
- i) None anticipated.
8. Construct entire section of Bob Doyle Drive including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Hayden Parkway south to Phillip Road at the Fiddymment Ranch property line (2,128± LF).
- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursements:

Deleted: ,

Deleted:

Deleted: north of Blue Oaks Boulevard and Fiddymment Road and the entry at parcels F-22 and F-31.

- i) None anticipated.
9. Construct curb returns to allow access to driveways into Citywide Park (F-54) from Fiddymment Road, the high school site (F-72) and Regional Sports Park (F-56) from Hayden Parkway. Construction shall include turn lanes or tapers as required by the City. Deleted: Regional
- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursements:
- i) None anticipated.
10. Construct entire section of Phillip Road including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Bob Doyle Drive to the northwest corner of F-56 including all roadway improvements adjacent to the Citywide Park (F-56) and complete or finish installation of landscaping west of the roadway where adjacent to the existing PGWWTP (4,780± LF). Deleted: Regional
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated 50/50 between Fiddymment and Westpark less City Reimbursements to Fiddymment Ranch only.
- c. Credits/Reimbursements:
- i) Reimbursement from the City of Roseville in the form of Citywide park fee credit for frontage adjacent to the Citywide park consisting of curb, gutter and streetlights. (Estimated \$174,200). Reimbursements are allocated to Fiddymment. Deleted: for  
Deleted: regional  
Deleted: regional
11. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction, as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.
- a. Responsibility: Westpark & Fiddymment Ranch
- b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursements:

i) None anticipated.

12. Construct the westerly half section of Fiddymment Road (a 4 lane arterial) from Pleasant Grove Boulevard to the northerly boundary of the Westpark Property (5,300± LF). Improvements will include a landscaped median, two travel lanes, bike lane, curb gutter, streetlights joint trench and in-street utilities. The curb line for Fiddymment Road north of Pleasant Grove Boulevard shall be constructed at the ultimate 6-lane location with a wide median to allow for future widening to occur to the center of the road.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

ii) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$228,960)

iii) Reimbursements from Del Webb in accordance with their Deferred Improvement Agreement for median landscaping and curbs. (Estimated \$227,900)

13. Construct the extension of Village Green Drive from Fiddymment Road to Bob Doyle Drive (2,700± LF). Improvements will consist of constructing a residential collector street including curbs, gutters, pavement and streetlights, joint trench and in-street utilities.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None anticipated.

14. Construct the entire section for Bob Doyle Drive including two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from Phillip Road at the Westpark property line to the south line of parcel W-2 (3,900± LF).

a. Responsibility: Westpark

- b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.
15. Install appropriate traffic signal improvements including signage at intersection of Fiddymment Road/Village Green Drive, Fiddymment Road/Pleasant Grove Boulevard and Bob Doyle Drive/Pleasant Grove Boulevard.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$972,000)
16. Construct the extension of Bob Doyle Drive as it bends around from parcel W-21 and the southwest corner of W-2 south to Pleasant Grove Blvd. (1,370± LF). Improvements will consist of constructing a collector street including curbs, gutters, pavement, streetlights, joint trench and in-street utilities.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.
17. Construct Pleasant Grove Blvd. (4-lane arterial) from Fiddymment Road west to Bob Doyle Drive (3,010± LF). Improvements will include a landscaped median, four travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements.  
(Estimated \$233,280)
- ii) Reimbursement from adjacent property owner to the south for frontage improvement. (Estimated \$96,772)

Sewer-Phase 1: Sewer Phasing Exhibit C

1. Construct 8-inch sewer line and appurtenances (975± LF) and 10-inch sewer line and appurtenances (577± LF) in Bob Doyle Drive.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
2. Construct 8-inch, sewer line and appurtenances in Hayden Parkway from the entry to parcel F-1 to the intersection with Bob Doyle Drive (2,054± LF). Construct 12-inch sewer line and appurtenances in Hayden Parkway from Bob Doyle Drive to Fire Station Site F-73 (1,649± LF). Construct 15-inch sewer line and appurtenances in Hayden Parkway from Fire Station Site F-73 to future Blue Oaks Boulevard (1,338± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
3. Construct 15-inch sewer line and appurtenances in future Blue Oaks Boulevard west from the intersection of future Blue Oaks Boulevard and Hayden Parkway and southwest across parcel F-55 to tie into the influent junction structure at the northeast corner of the City of Roseville's PGWWTP property (1,911± LF).

- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
4. Construct 8-inch sewer line and appurtenances in Blue Oaks Boulevard from the Fiddymment Road intersection west to the westerly edge of parcel F-21 (1,295± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
5. Construct (430± LF) 8-inch sewer line and appurtenances in Fiddymment Road north of the Blue Oaks Blvd. intersection to the connection with the 15-inch sewer line and appurtenances connecting to the Pleasant Grove sewer trunk (500± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
6. Construct 8-inch sewer line (943± LF) and 12-inch sewer line (927± LF) to serve parcels F-17, F-22, F-23, F-24 and F-31.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.

5. 7. Construct 12-inch sewer line in Fiddymment Road from the entry road at parcels F-22 and F-31 to the connection with the 15-inch sewer line connecting to the Pleasant Grove Trunk Sewer (300± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
8. Construct a 42-inch sewer trunk line in Phillip Road and appurtenances from the northeast corner of the PGWWTP approximately (2,865±) LF south to the southeast corner of W-74.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$355,111)
9. Construct a 33-inch sewer trunk line and appurtenances in Phillip Road from the terminus point of the 42-inch sewer trunk at the southeast corner of W-74 south to Bob Doyle Drive (2,840± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$341,263)
10. Construct a 33-inch sewer trunk line and appurtenances in Bob Doyle Drive from Phillip Road south approximately 885± LF to the northeasterly corner of parcel W-73 and 30-inch sewer trunk line in Bob Doyle Drive from the terminus of the 33-inch sewer trunk line to the intersection of Market Drive 750± LF (1,635± LF).

- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$187,229)
11. Construct a 12-inch sewer line and appurtenances in Bob Doyle Drive from Market Drive to Village Green Drive. (855± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.
12. Construct a 10-inch sewer line in Bob Doyle Drive from Village Green Drive to the northeast corner of parcel W-26 (1,100± LF), continue south on Bob Doyle Drive with an 8-inch sewer line (200± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.
13. Construct an 8-inch sewer in Village Green Drive from Bob Doyle Drive to approximately 1,705± LF northeast.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.

Water-Phase 1: Water Phasing Exhibit D

1. Construct 12-inch water line in Fiddymment Road from the southeast corner of Fiddymment Ranch property to the intersection with Blue Oaks Boulevard, connecting to the 24-inch water line in Blue Oaks Boulevard (3,965± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
  
2. Construct 12-inch water line in Hayden Parkway from Fiddymment Road intersection at the southeast corner of F-54 west to the intersection with Bob Doyle Drive (3,000± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
  
3. Construct 16-inch water line in Hayden Parkway from Bob Doyle Drive intersection northwest to future Blue Oaks Blvd. (3,150± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
  
4. Construct 16-inch water line in Bob Doyle Drive from Hayden Parkway to the south property line of Fiddymment Ranch (2,200± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch

- c. Credits/Reimbursements:
  - i) None anticipated.
- 5. Construct 24-inch water line in Blue Oaks Boulevard from the easterly Fiddyment Ranch boundary to the westerly parcel line of F-21 (4,025±LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$ 170,260)
- 6. Construct 16-inch water line in Fiddyment Road from the intersection of Blue Oaks Blvd. north to the intersection at the entry of parcels F-22 and F-31 (730± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None
- 7. Construct 12-inch water line from the southwest corner of parcel F-17 to Fiddyment Road at parcels F-22 and F-31 (2,620± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
- 8. Dedicate 5,000 square foot well site (F-67)
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch

- c. Credits/Reimbursements:
    - i) None anticipated.
9. Construct below ground well facilities on F-67 prior to the construction of residential uses in adjacent parcels F-1 and F-4.
- a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None
10. Construct above ground well facilities on F-67.
- a. Responsibility: City of Roseville
  - b. Cost Sharing: City of Roseville.
  - c. Credits/Reimbursements:
    - i) None.
11. Construct 12-inch water line and appurtenances in Fiddyment Road from Pleasant Grove Blvd. north to the northerly boundary of the Westpark property (5,945± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None
12. Construct 24-inch water line and appurtenances in Village Green Drive from Fiddyment Road to Bob Doyle Drive (2,585± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark

- c. Credits/Reimbursements:
- i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$308,257)
13. Construct 12-inch water line and appurtenances in Bob Doyle Drive from Pleasant Grove Boulevard to Village Green Drive (2,500± LF) and 24-inch water line north to the northerly boundary of the Westpark property (2,750± LF).
- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
- i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$260,293)
14. Construct 24-inch water line and appurtenances in Phillip Road from Bob Doyle Drive to tank site W-74 (3,280± LF).
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymment Ranch and Westpark based on total project potable water demand.
- c. Credits/Reimbursements:
- i) None.
15. Construct 24-inch water line and appurtenances in Phillip Road from Tank Site W-74 to connection at the northwest corner of parcel F-56 Regional Park (1,580± LF).
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymment Ranch and Westpark based on total project potable water demand.

c. Credits/Reimbursements:

i) None.

16. Construct 16-inch water line and appurtenances in Pleasant Grove Blvd. from Fiddymment Road west to Bob Doyle Drive (3,010± LF).

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

17. Dedicate parcel W-74 (5.1 acres) for potable water storage tank facilities.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

Recycled Water-Phase 1: Recycled Water Phasing Exhibit E

1. Construct 24-inch recycled water line and appurtenances from Phillip Road 500± LF south of the northwest corner of parcel F-56, then east through parcels F-56 and F-72, then south in Hayden Parkway from the intersection of the high school entry southeast to the intersection with Fiddymment Road (6,130± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties under development. (Estimated \$305,068).

2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection with the high school entry north to future Blue Oaks Blvd. (1,920± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
  
3. Construct 16-inch recycled water line and appurtenances in Bob Doyle Drive from Hayden Parkway to the intersection with Phillip Road (2,200± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties under development. (Estimated \$72,990)
  
4. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the intersection with Fiddyment Road west to the northwest corner of parcel F-21 (1,300± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
  
5. Construct 6-inch recycled water line and appurtenances in Fiddyment Road, from the southerly boundary of Fiddyment Ranch to the intersection with the entry at parcels F-22 and F-31 past the intersection of Blue Oaks Blvd. (4,695± LF).
  - a. Responsibility: Fiddyment Ranch

- b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None anticipated.
6. Construct a 16-inch recycled water line and appurtenances in Bob Doyle Drive from the intersection of Phillip Road at the Westpark northerly property line to the intersection with Pleasant Grove Boulevard at the westerly corner of parcel W-1 (5,270± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$206,088)
7. Construct a 6-inch recycled water line and appurtenances in Fiddymment Road from the southeast corner of W-1 north to the north boundary of Westpark (5,300± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.
8. Construct 6-inch recycled water line (3,010± LF) in Pleasant Grove Boulevard from Fiddymment Road northwest to extension of Bob Doyle Drive.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.

9. Construct backbone recycled water facilities within all roads constructed in Phase 1.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.

Storm Drainage-Phase 1: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain and will generally be directed toward the tributary drainage way adjacent to Hayden Parkway, Kaseberg Creek and Pleasant Grove Creek and the tributary within Open Space W-83.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
2. Construct (1,100± LF) 36-inch drain line and appurtenances in Village Green Drive 300 feet west of Fiddymment Road to (720± LF) 66-inch drain line and outfall in parcel W-82 OS.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None anticipated.

Dry Utilities-Phase 1

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 1.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
2. Relocate existing overhead power lines on existing Fiddymment Road, Old Fiddymment Road and Blue Oaks Blvd. when roadway widening is constructed as required by PG&E and Roseville Electric.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
3. Construct distribution circuits from the electrical substation including all appurtenances as required by Roseville Electric.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
4. Dedicate 1.6 acre site (F-65) for electrical sub-station adjacent to the north side of Blue Oaks Blvd., approximately 1,200 feet west of the intersection of Fiddymment Road and Blue Oaks Blvd. Site shall be dedicated prior to the issuance of the first building permit in the project.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) None.

5. Abandon and reroute existing overhead power lines on existing Phillip Road when appropriate routes for new connection to PGWWTP are established as required by Roseville Electric.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

Recreation-Phase 1: Land Use Phasing - Exhibit A & Bike Path Phasing –  
Exhibit H

1. Ensure that sewer, water and dry utilities are stubbed to the Regional Park (F-54 – Fiddyment Park) at Fiddyment Road to allow future connections to services.

a. Responsibility: Fiddyment Ranch

b. Cost Sharing: Fiddyment Ranch

c. Credits/Reimbursements:

i) None.

2. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-53, W-55) in accordance with City of Roseville standards.

a. Responsibility: Westpark & Fiddyment Ranch

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursements:

i) None.

3. Ensure that sewer, water and dry utilities are stubbed to site from Hayden Parkway to allow the development of the Regional Park Site (F-56). This will allow construction of these facilities to proceed at any point in the future.
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
4. Construct bike trails and bike trail appurtenances located within Phase 1 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-86, F-87, F-88, and W-82 as shown on the Land Use Phasing and the Bike Path Exhibits.
  - a. Responsibility: Westpark & Fiddyment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
5. Construct paseo W-88 with adjacent small lot subdivision W-5 and construct paseo W-89 with adjacent small lot subdivision W-4. Bike trails located within paseos W-88 and W-89 shall be constructed with paseos.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
  
6. Construct pocket parks F-98, F-99, and F-100 as part of the adjacent small lot subdivisions F-3, F-2, and F-1, respectively, in accordance with the City of Roseville standards.
  - a. Responsibility: Fiddyment Ranch

- b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
7. Construct neighborhood park sites F-53 and W-55 in accordance with the City of Roseville standards.
- a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.

Schools-Phase 1: Land Use Phasing Exhibit A

1. Ensure that infrastructure and utilities are stubbed to site across open space (F-86/F-87) from Hayden Parkway to allow construction of high school site (F-72). Site prep work (i.e. rough grading) shall be completed in Phase 1 by the developer. Buildings, parking lots, landscaping, and other facilities shall be installed by the school district.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
  - c. Credits/Reimbursements:
    - i) Reimbursement from school fees collected in accordance with mitigation agreement.
2. Ensure that infrastructure and utilities are stubbed from Village Green Drive to allow construction of school site (W-75). Site work, buildings, parking lots, and landscaping on elementary school site W-75 will be constructed concurrent with Phase 1. Developer to provide a turn-key facility. Elementary school (W-75) will be built to house the 350<sup>th</sup> elementary student generated by the project.
- a. Responsibility: Westpark

b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.

c. Credits/Reimbursements:

- i) Reimbursement from school fees collected in accordance with mitigation agreement.

Fire Station-Phase 1: Land Use Phasing Exhibit A

1. Ensure that infrastructure and utilities are stubbed to site from Hayden Parkway to the fire station site (F-73). Site prep work (i.e. rough grading) shall be completed concurrent with Phase 1 by the developer and dedication of the site to the City shall occur prior to issuance of any residential building permit within the West Roseville Specific Plan area.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

Off-Site Improvements Phase 1: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct northerly one-half section of Blue Oaks Boulevard including landscaped median, three travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the Fiddymment Ranch east property boundary east to the existing transition from Crocker Ranch Road east of the future bridge at the South Branch of the Pleasant Grove Creek (2,200± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for *entire northerly half section*. (Estimated \$ 773,008)

ii) .....

Deleted: Reimbursement from City/Developer Reimbursement Agreement for Crocker Ranch/Blue Oaks Blvd. for public improvements. (Estimated \$ 128,927).

2. Install traffic signal improvements including signage at the intersection of Del Webb Blvd. and Blue Oaks Boulevard.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000).

3. Construct northerly two westbound travel lanes at ultimate location for that portion of Blue Oaks Boulevard (1,500± LF) located approximately 1.5 miles east of the Fiddymment Ranch property boundary and 1,200 feet west of Foothills Boulevard, including bike lanes, landscaped median, curb, gutter and streetlights.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Reimbursements:

i) *Reimbursement from the City of Roseville in the form of a cash reimbursement from the City transportation fee for the construction of Blue Oaks Blvd. "Wow" (Estimated \$ 405,079).*

4. Construct north half of Blue Oaks Blvd. Bridge across South Branch Pleasant Grove Creek west of Crocker Ranch Road to provide three additional travel lanes, curbs, gutters, sidewalks, bike lanes, handrails, streetlights, joint trench and in-street utilities.

- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) *Reimbursement from the City of Roseville in the form of transportation fee credits for bridge construction over the South Branch of the Pleasant Grove Creek. (Estimated \$ 752,500).*
5. Construct 24-inch water line in Blue Oaks Boulevard from the easterly Fiddymment Ranch boundary east, and make connections at Del Webb Boulevard (800± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. *(Estimated \$ 129,600)*
6. Construct 24-inch water line in Del Webb Boulevard from Fiddymment Road east to Timberrose Way/Sun City Boulevard (1,150± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) *None Anticipated.*
7. Construct road section for Fiddymment Road for a distance of approximately 600± LF south of the intersection with Pleasant Grove Boulevard including median, travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities, streetlights and traffic barriers to provide an appropriate transition to existing Fiddymment Road to the south. The curb line for Fiddymment Road at Pleasant Grove Boulevard shall be constructed at the ultimate six-lane location with a wide median to allow for future widening to occur to the center of the road.

- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$60,500)
    - ii) Reimbursement from adjacent property to the west for construction of Frontage Improvements. (Estimated \$ 280,000)
7. *Construct bike trail connection from easterly Fiddymment Ranch property line (parcel F-83) to Crocker Ranch Road connecting to existing trail in Veterans Park utilizing sanitary sewer access easement road or other alignment approved by City.*
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Bike Trail fee credit (estimated \$64,800)
8. Construct one 850,000 gallon recycled water storage tank on City property south of Blue Oaks Boulevard and west of Phillip Road, including all appurtenances, access road, fencing, gates and landscaping as approved by City.
- a. Responsibility: Westpark
  - b. Cost Sharing: Costs are allocated between Fiddymment Ranch and Westpark based on total project recycled water demand.
  - c. Credits/Reimbursements:
    - i) None.
9. *Construct (1,163± LF) of 24-inch recycled water line and appurtenances in Phillip Road from the northwest corner of F-56, north to the north property line of the recycle water storage tank site at the northeast corner of the Pleasant Grove WWTP.*

- a. Responsibility: Westpark
  - b. Cost Sharing: Costs are allocated between Fiddymont Ranch and Westpark based on total project recycled water demand.
  - c. Credits/Reimbursements:
    - i) None Anticipated.
10. Construct (190± LF) of 42-inch sewer line and appurtenances from Phillip Road to the connection at the Pleasant Grove WWTP.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
11. *Construct road section for Phillip Road for a distance of approximately (1,163± LF) from the northwest corner of F-56, north to the recycle water storage tank site at the northeast corner of the Pleasant Grove WWTP, including travel lanes, bike lanes, curbs, gutters, joint trench, in-street utilities and streetlights.*
- a. Responsibility: Westpark
  - b. Cost Sharing: Costs are allocated (50/50) between Fiddymont Ranch and Westpark based on total project potable water demand.
  - c. Credits/Reimbursements:
    - i) None.

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**Phase 2**

The following narrative for Phase 2 describes improvements needed to serve the following parcels included in Phase 2: F-9, F-14, F-15, F-16, F-19, F-25, F-26, F-32, F-33, F-50, F-52, F-66, F-70, F-83, F-84, F-96, F-97 and W-8, W-10, W-11, W-12, W-21, W-22, W-23, W-24, W-26, W-32, W-33, W-52, W-53, W-54, W-72, W-73, W-85.

**Streets-Phase 2: Street Phasing Exhibit B**

1. Construct 4-lanes of Fiddymment Road (6,995± LF) from Phase 1 terminus north to a point 2,000 LF north of Hayden Parkway where the pavement width shall transition from 4-lanes to 2-lanes with a wider median. Construction shall include landscaped median, travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 709,083)
    - ii) Reimbursement from the City of Roseville/Mourier Land Investment Corp. for Fiddymment Road Realignment. (Estimated \$ 303,403).
  
2. Construct entire section of Hayden Parkway (north of Blue Oaks Boulevard) from Fiddymment Road to the west side of school site parcel F-70 for approximately (1,809± LF) including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.

3. Construct Fiddymment Road Bridge (or bridges) across Pleasant Grove Creek to provide four travel lanes, median or left turn lane if needed, curbs, gutters, sidewalks, handrails, streetlights, joint trench and in-street utilities. Construct associated bikeway improvements with bridge include bike lanes and ramping from bridge to creek corridor.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of Traffic Mitigation Fee (TMF) credits for bridge improvements. *(Estimated \$ 5,703,696)*
  
4. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit, or as required by the Director of Public Works.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
5. Install appropriate traffic signal improvements including signage at the intersection of Fiddymment Road and Hayden Parkway located north of Pleasant Grove Creek.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement for the City of Roseville in the form of transportation fee credits for traffic signal. *(Estimated \$324,000)*

6. Construct Pleasant Grove Blvd. (4-lane arterial) from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF). Improvements will include a landscaped median, four travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities. Striping and median improvements west of Bob Doyle Drive shall be designed to transition the 4-lane roadway to a 2-lane roadway at the eastern boundary of parcel W-15. The curb and gutter shall remain at the ultimate location.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$316,224)
  
7. Construct Market Street from Bob Doyle Drive north of the Village Center at parcel W-22 south to the southwest corner of parcel W-10 per City of Roseville standards for collector streets. Improvements will consist of constructing a collector street including curbs and gutters on both sides of the street, pavement, street lights, joint trench and in-street utilities. (4,470± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
  
8. Construct the two primary residential streets (Street A-1,370± LF and Street B-1,370± LF) through the Village Center in accordance with the Specific Plan and Design Guidelines for primary residential streets, including curbs, joint utilities, gutters, pavement and streetlights.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.

9. Construct Upland Drive from Pleasant Grove Boulevard. to the southerly property line of the Westpark Property (375± LF). Improvements will consist of constructing a collector street including curbs, gutters, pavement and streetlights.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
  
10. Install appropriate traffic signal improvements including signage at intersection of Pleasant Grove Boulevard and Market Street.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000)
  
11. Construct enhanced at-grade pedestrian crossing at Pleasant Grove Boulevard and Market Street.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.

Sewer-Phase 2: Sewer Phasing Exhibit C

1. Construct (709± LF) 8-inch sewer line, (568± LF) 10-inch sewer line and (545± LF) 12-inch sewer line from parcel F-52 (Park) to the intersection of Fiddyment Road and Hayden Parkway.
  - a. Responsibility: Fiddyment Ranch

- b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
2. Construct 10-inch sewer line from parcel F-50 on the east side of F-50 and F-70 south to Hayden Parkway then east to the intersection of Fiddymment Road and Hayden Parkway (2,849± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
3. Construct 15-inch sewer line in Fiddymment Road from the intersection of Fiddymment Road and Hayden Parkway south to the southwest corner of F-16 (2,799±LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
4. Construct 15-inch sewer line (3,943± LF) and 18-inch sewer line (1,567± LF) from Fiddymment Road west along the north side of Pleasant Grove Creek to the southwest corner of parcel F-6.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.

5. Construct 21-inch sewer line from the southwest corner of parcel F-6 to connect with the westerly 36-inch stub of the influent junction structure (1,274± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
6. Construct a 24-inch sewer trunk line and appurtenances in Market Street from southwest corner of parcel W-10 to Pleasant Grove Blvd. (2,140± LF) and construct a 30-inch sewer trunk line in Market Street from Pleasant Grove Blvd. north to Bob Doyle Drive (1,385± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$361,365)
  
7. Construct a sewer line and appurtenances in Pleasant Grove Blvd. from Market Street to Bob Doyle Drive, consisting of approximately 1,125± LF of 15-inch sewer, 1,100± LF of 12-inch sewer line.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None Anticipated.
  
8. Construct 8-inch sewer from Market Street east along local street to the northwest corner of W-53 (470± LF)
  - a. Responsibility: Westpark

- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
  - i) None.

Water-Phase 2: Water Phasing Exhibit D

1. Construct 16-inch water line and appurtenances in Fiddymment Road from intersection with entry road at parcels F-22 and F-31 north of Blue Oaks Boulevard up to Hayden Parkway (3,900± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
2. Construct 12-inch water line and appurtenances from the intersection of Fiddymment Road and Hayden Parkway north of Pleasant Grove Creek east to connect to the existing 12-inch water line in Casa Sedona Drive in Crocker Ranch (1,960± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
3. Construct 16-inch water line and appurtenances in Hayden Parkway west from the intersection with Fiddymment Road to the west side of school site parcel F-70 (1,850± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.

4. Dedicate 5,000 square foot well site (F-66)
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
5. Construct below ground well facilities on F-66 prior to the construction of residential uses in adjacent residential parcel F-16.
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
6. Construct above ground well facilities on F-66.
  - a. Responsibility: City of Roseville
  - b. Cost Sharing: City of Roseville
  - c. Credits/Reimbursements:
    - i) None.
  
7. Construct 16-inch water line and appurtenances in Pleasant Grove Blvd. from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None

8. Construct 12-inch water line and appurtenances in Market Street from Bob Doyle Drive to the southwesterly boundary of the Westpark Property and parcel W-10 (4,465± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
  
9. Construct 12-inch water line (2,690± LF) and appurtenances in Village Center south of Pleasant Grove Boulevard from Market Street through parcel W-25, along northeast boundary of parcel W-53 and through parcel W-24 to northwest corner of parcel W-8.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
  
10. Construct a 3.0 million gallon potable water storage tank on parcel W-74 including all appurtenances, access road, fencing, gates and landscaping as approved by the City.
  - a. Responsibility: City of Roseville
  - b. Cost Sharing: City of Roseville
  - c. Credits/Reimbursements:
    - i) Not applicable.

Recycled Water-Phase 2: Recycled Water Phasing Exhibit E

1. Construct 6-inch recycled water line in Fiddymont Road from the entry at parcels F-22 and F-31 north to the intersection with Hayden Parkway (3,670± LF).
  - a. Responsibility: Fiddymont Ranch

- b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
2. Construct 6-inch recycled water line in Hayden Parkway from the intersection with Fiddymment Road west to the southwest corner of parcel F-70 (1,850± LF).
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
3. Construct 12-inch recycled water line (2,204± LF) in Pleasant Grove Boulevard from the extension of Bob Doyle Drive to Market Street.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$53,085)
4. Construct a 16-inch recycled water line in Market Street from Pleasant Grove Boulevard southwest to the southwest corner of parcel W-11 (2,230± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$100,915)

5. Construct 24-inch recycled water line in Pleasant Grove Boulevard from Market Street to southeast corner of parcel W-15 (1,400± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$379,850)
  
6. Construct backbone recycled water facilities within all roads constructed in Phase 2.
  - a. Responsibility: Westpark & Fiddyment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.

Storm Drainage-Phase 2: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.
  - a. Responsibility: Westpark & Fiddyment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
2. Construct a drainage detention basin, drainage outfall in the southern portion of W-11 west of Market Street including (75± LF) of 48-inch drain

line, (750± LF) of 36-inch drain line and (1,070± LF) 30-inch drain line in Market Street. Construct a drainage detention basin in W-8.

- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
  - i) None.

Dry Utilities-Phase 2:

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 2.
  - a. Responsibility: Westpark & Fiddymont Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.
  - a. Responsibility: Westpark & Fiddymont Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.

Recreation-Phase 2: Land Use Phasing Exhibit A & Bike Path Exhibit H

1. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-50, F-52, W-52, W-53 and W-54) in accordance with City of Roseville standards.
  - a. Responsibility: Westpark & Fiddymont Ranch

- b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
2. Construct bike trails and bike trail appurtenances located in Phase 2 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-83 and F-84, as shown in Phase 2 on the Land Use Phasing and the Bike Path Exhibits.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
3. Construct paseo W-85 with adjacent small lot subdivision W-12. Bike trails located within paseo W-85 shall be constructed with the paseo.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
4. Construct pocket parks F-96 and F-97 as part of the adjacent small lot subdivisions F-19 and F-9, respectively, in accordance with the City of Roseville standards.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
5. Construct neighborhood park sites F-50, F-52, W-52, W-53 and W-54.

- a. Responsibility: Westpark & Fiddymment Ranch
- b. Cost Sharing: None. Each development responsible for their own costs.
- c. Credits/Reimbursements:
  - i) None.

Schools-Phase 2: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to school sites (F-70 and W-73) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for elementary school site F-70 and middle school site W-73 concurrent with Phase 2 to provide turn-key facilities. The elementary school (F-70) will be built in time to house the 600<sup>th</sup> elementary student generated by the project. The middle school (W-73) will be built in time to house the 300<sup>th</sup> middle school student generated by the project.
  - a. Responsibility: Fiddymment Ranch (Elementary School F-70)  
Westpark (Middle School W-73)
  - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
  - c. Credits/Reimbursements:
    - i) Reimbursement from school fees collected in accordance with mitigation agreement.

Off-Site Improvements – Phase 2: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct Pleasant Grove Boulevard (5,000± LF) to a 4-lane arterial standard between Sun City Boulevard and Woodcreek Oaks Boulevard, including bike lanes, curb, gutter, streetlights and landscape median. This construction also includes the construction of a bridge structure over the Kaseberg Creek.
  - a. Responsibility: Westpark

- b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of Traffic Mitigation Fee (TMF) credits for all roadway improvements.  
(Estimated \$2,600,000)
2. Construct (468± LF) 21-inch sewer line from the Fiddyment Ranch boundary to the connection at the Pleasant Grove WWTP.
- a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) None.

**Phase 3**

The following narrative for Phase 3 describes the improvements needed to serve the following parcels included in Phase 3: F-6, F-7, F-8, F-10, F-11, F-12, F-13, F-20, F-34, F-51, F-54, F-55, F-71, F-80, F-85, F-90, F-91, F-92, F-93, F-94, F-95 and W-6, W-13, W-14, W-15, W-16, W-29, W-51, W-63, W-83, W-87.

**Streets-Phase 3: Street Phasing Exhibit B**

1. Construct Hayden Parkway Bridge across Pleasant Grove Creek to provide two travel lanes, median or left turn lane as needed, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None
  
2. Construct full section of Hayden Parkway north of Blue Oaks Boulevard including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from school site F-70 west and south to the intersection with Blue Oaks Boulevard, and connect with Hayden Parkway constructed in Phase 1 (6,995± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
3. Construct the Blue Oaks Blvd. Bridge over Kaseberg Creek adjacent to parcel F-54 to provide six travel lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch

<del>Deleted: Reimbursement from MOU properties upon development for proportional share</del>
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<del>Deleted: of Traffic Mitigation Fee (TMF)</del>
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<del>Deleted: to Fiddymment Ranch</del>
<del>Deleted: for bridge improvements. (Estimated \$ 1,042,416)</del>
<del>Inserted: credits</del>

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for bridge improvements. (Estimated \$ 3,153,600)

Deleted: Traffic Mitigation Fee (TMF) to Fiddymment Ranch for bridge improvements.

4. Complete the construction of the southern 2-lanes of Blue Oaks Boulevard adjacent to Parcel F-5 by adding the final lift of paving and construct the northern two lanes of the ultimate 6-lane roadway, 38-foot wide landscape median, bike lanes, curb, gutter, street, lights, joint trench and all in-street utilities from Blue Oaks Boulevard west to Hayden Parkway (1,915± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 96,516)

5. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Blue Oaks Boulevard Bridge to the easterly parcel line of F-5 (651± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 18,749)

6. Construct Blue Oaks Boulevard west of Hayden Parkway (1,558± LF) to the westerly boundary of the Fiddymment Ranch parcel. This portion of Blue Oaks Boulevard shall transition 200 feet west of the intersection of Blue Oaks and Hayden Parkway from a 4-lane arterial with 38-foot wide median to a three-lane roadway that would be the southern half of the ultimate 6-lane road. With the 4-lane section and transition area, the road

would include bike lanes, curb, gutter, streetlights, joint trench, and all in street utilities. Within the 3-lane section, the width of pavement would be 40 feet and would include 2 travel lanes, bike lanes, center turn lane, curb and gutter on the south side of the road, streetlights, joint trench, and all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 194,927)

7. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.

a. Responsibility: Westpark & Fiddymment Ranch.

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursements:

i) None.

8. *Install appropriate underground traffic signal improvements including barricades and signage at the intersection of Blue Oaks Blvd. and Hayden Parkway.*

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$ 72,000)

9. Construct the northern half of Pleasant Grove Boulevard (2,300± LF) from the easterly boundary of parcel W-15 to West Side Drive. This section of Pleasant Grove Boulevard shall include 44-feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the north side, streetlights, joint trench, all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. This section of roadway shall be designed to transition to a collector roadway west of West Side Drive. This section of roadway shall be constructed as a collector roadway including curb and gutter on each side, streetlights, bike lanes, joint trench, and all in-street utilities. All underground appurtenances required for a future traffic signal at the intersection of Pleasant Grove Boulevard and West Side Drive shall also be constructed.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$203,040)
  
10. Construct the four lanes and a 38-foot landscape median of West Side Drive from the intersection with Pleasant Grove Boulevard north to the northwest corner of W-29, (1,820± LF) including travel lanes, curbs, gutters, street lights, joint trench and in-street utilities.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$142,560)
  
11. Construct Pleasant Grove Boulevard (3,000± LF) west of West Side Drive to provide two travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.
  - a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursements from the adjacent owner for ½ the cost of the street construction. (Estimated \$272,160)

Sewer-Phase 3: Sewer Phasing Exhibit C

1. Construct 8-inch sewer line in Hayden Parkway from the northwest corner of parcel F-12 to northeast corner of parcel F-10 (811± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

2. Construct 12-inch sewer line in Hayden Parkway from the terminus of the 8-inch sewer line to the connection with the 15-inch sewer line at the southwest corner of parcel F-8 (3,899± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

3. Construct 8-inch sewer line in local street from the northwest corner of parcel F-51 west to Hayden Parkway (815± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

4. Construct 60-inch effluent outfall line across Blue Oaks Blvd. within the PGWWTP sanitary sewer outfall easement, 100 feet beyond the north and south right of way (300± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) Reimbursement for construction of a portion of the sanitary sewer treatment plant effluent outfall (Estimated \$ 64,800)
  
5. Construct a new sewer trunk from the northeast corner of W-62 at Phillip Road to West Side Drive, consisting of (3,060± LF) of 24-inch sewer along with appurtenances.
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$276,408)
  
6. Construct a 21-inch sewer line and appurtenances in West Side Drive from the northwest corner of parcel W-62 south to the northeast corner of W-13 (1,330± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow, from the MOU properties upon development. (Estimated \$104,400)
  
7. Construct (1,755± LF) of 18-inch sewer line and appurtenances in West Side Drive from the northeast corner of W-13 to Pleasant Grove Boulevard.

- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$125,244)
8. Construct 8-inch sewer and appurtenances along the northerly boundary of parcels W-13 and W-51 (1,730± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
9. Construct 8-inch sewer and appurtenances along the north side of parcel W-29 and W-15 east from the northwest corner of parcel W-29 (1,660± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.

Water-Phase 3: Water Phasing Exhibit D

1. Construct 16-inch water line and appurtenances in Hayden Parkway from the intersection of Hayden Parkway and parcels F-13 and F-70 southwest to the intersection with Blue Oaks Boulevard and connect to 24" water line in Blue Oaks Boulevard (7,050± LF).
  - a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:

- i) None.
2. Construct 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly parcel line of F-21 to the westerly Fiddyment property line (4,430± LF).
- a. Responsibility: Fiddyment Ranch
  - b. Cost Sharing: Fiddyment Ranch
  - c. Credits/Reimbursements:
    - i) *Reimbursement for (1,600 LF) of oversizing, based on domestic water demand, from the MOU properties upon development. (Estimated \$ 102,528)*
3. Construct a 3.0 million gallon water storage tank on parcel W-74 including all appurtenances, access road, fencing, gates and landscaping as approved by the City.
- a. Responsibility: City of Roseville
  - b. Cost Sharing: City of Roseville
  - c. Credits/Reimbursements:
    - i) Not applicable.
4. Construct a 16-inch water line and appurtenances in Pleasant Grove Blvd. from terminus of 16" water line at southeast corner of parcel W-15 to West Side Drive (2,300± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None Anticipated.
5. Construct a 24-inch water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83 (1,760± LF).
- a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$286,000)

6. Construct 8-inch water line (1,420± LF) in Pleasant Grove Boulevard from West Side Drive west to southwest corner of parcel W-16.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) None Anticipated.

Recycled Water Phase 3: Recycled Water Phasing Exhibit E

1. Construct 6-inch recycled water line and appurtenances in Hayden Parkway from the southwest corner of parcel F-70 southwest to the intersection with parcel F-51 (5,400± LF).

a. Responsibility: Fiddyment Ranch

b. Cost Sharing: Fiddyment Ranch

c. Credits/Reimbursements:

- i) None.

2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection at parcel F-51 south to the intersection with Blue Oaks Blvd. (1,820± LF).

a. Responsibility: Fiddyment Ranch

b. Cost Sharing: Fiddyment Ranch

c. Credits/Reimbursements:

- i) None.

3. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the westerly parcel line of F-21 to the intersection with Hayden Parkway (2,600± LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
4. Construct backbone recycled water facilities within all roads constructed in Phase 3 to serve F-51, F-55, F-71, W-51, W-63 and pocket parks.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursements:
    - i) None.
  
5. Construct a 24-inch recycled water line and appurtenances in Pleasant Grove Blvd. from southeast corner of parcel W-15 to West Side Drive (2,300± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$184,412)
  
6. Construct a 24-inch recycled water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83. (1,760± LF).
  - a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursement:

- i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$75,341)

7. Construct backbone recycled water facilities within all roads constructed in Phase 3.

a. Responsibility: Westpark & Fiddymont Ranch

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursement:

- i) None.

Storm Drainage-Phase 3: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.

a. Responsibility: Westpark & Fiddymont Ranch

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursement:

- i) None.

2. Construct a culvert for the purpose of restricting flows at West Side Drive and a detention basin for water storage within Open Space parcel W-83.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) None.

Dry Utilities-Phase 3:

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 3.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.
  
2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.

Recreation-Phase 3: Land Use Phasing Exhibit A & Bike Path Phasing Exhibit H

1. Ensure that infrastructure and utilities are stubbed to neighborhood parks (F-51 and W-51) in accordance with City of Roseville standards.
  - a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.
  
2. Construct bike trails and bike trail appurtenances located within Phase 3 including bike trails, pedestrian/bike bridges, striping, signage and landscaping in W-83, F-85 and off-site bike trail improvements connecting

to the regional sports park from F-85, as shown on the Land Use Phasing and Bike Path Exhibits.

- a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.
3. Construct paseos W-87, F-90, F-91, F-92, and F-93 with adjacent small lot subdivisions W-63, F-8, F-7, F-11 and F-12, respectively. Bike trails located within paseos W-87, F-90, F-91, F-92 and F-93 shall be constructed with paseos.
- a. Responsibility: Westpark & Fiddymment Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.
4. Ensure water, sewer and recycled water are stubbed from Blue Oaks Boulevard to allow the construction of Citywide Parks F-54 and F-55. Deleted: Regional
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
5. Construct pocket parks F-94 and F-95 as part of the adjacent small lot subdivisions F-10 and F-6, respectively, in accordance with the City of Roseville standards.
- a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

6. Construct neighborhood park sites F-51 and W-51.

a. Responsibility: Westpark & Fiddymment Ranch

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursement:

- i) None.

Schools-Phase 3: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to School Site (F-71) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for Elementary School Site F-71 concurrent with Phase 3 to provide a turn-key facility. The F-71 elementary school site will be built in time to house the 1,200<sup>th</sup> elementary student generated by the project.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.

c. Credits/Reimbursements:

- i) Reimbursement from school fees collected in accordance with mitigation agreement.

Off-Site Improvements – Phase 3: Off-Site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct the south half of Blue Oaks Boulevard (ultimately a six lane arterial) from the terminus point at the westerly boundary of the Fiddymment Property (northwest corner of parcel F-55) west (800± LF) to Phillip Road to provide three travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.



4. Construct an access road from the influent junction structure under the Coyote Creek Bridge tying into the effluent outfall structure.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Fiddymment Ranch
  - c. Credits/Reimbursements:
    - i) None.
  
5. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly boundary of the Fiddymment Property near the northwest corner of parcel F-55 west to the intersection with Phillip Road and southerly on Phillip Road to the northerly terminus of the 24-inch water line from Phase 1 (1,775±LF).
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymment Ranch and Westpark based on total project potable water demand.
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$ 132,966)
  
6. Construct a 850,000 gallon recycled water storage tank on City property south of Blue Oaks Boulevard and west of Phillip Road, including all appurtenances, access road, fencing, gates and landscaping as approved by City.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Costs are allocated between Fiddymment Ranch and Westpark based on total project recycled water demand.
  - c. Credits/Reimbursement:
    - i) None anticipated.

7. Construct appropriate traffic signal improvements including signage at the intersection of Phillip Road and Blue Oaks Boulevard.
  - a. Responsibility: Fiddymment Ranch
  - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000)

**Phase 4:**

The following narrative for Phase 4 describes the improvements needed to serve the following parcels included in Phase 4: W-9, W-17, W-18, W-19, W-28, W-30, W-50, W-60, W-61, W-62, W-70, W-71, W-76, W-77, W-81 and W-84.

**Streets-Phase 4: Street Phasing Exhibit B**

1. Construct West Side Drive (ultimately a six lane arterial) including four travel lanes, 38-foot landscaped median, bike lanes, curbs, gutters, streetlights, joint trench and in street utilities from the terminus point of Phase 3 near the northerly boundary of parcels W-13 and W-29 north to Blue Oaks Boulevard (5,780± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$1,107,000)
2. Construct the southern half of Blue Oaks Boulevard (275± LF) from the northeast corner of the Westpark property to West Side Drive. This section of Blue Oaks Boulevard shall include 40 feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the south side, streetlights, joint trench, all in street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. All underground appurtenances required for a future traffic signal

at the intersection of Blue Oaks Boulevard and West Side Drive shall also be constructed.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 92,725)

3. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction, as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.

a. Responsibility: Westpark & Fiddymont Ranch

b. Cost Sharing: None. Each development responsible for their own costs.

c. Credits/Reimbursement:

- i) None.

Sewer-Phase 4: Sewer Phasing Exhibit C

1. Construct an 18-inch sewer trunk line (1,403± LF) and appurtenances in West Side Drive from Blue Oaks Boulevard to the northwest corner of parcel W-60.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$92,725)

2. Construct an 8-inch sewer trunk line and appurtenances (1,180± LF) along the west and north sides of parcel W-70, and a 12-inch sewer trunk line

(700± LF) and appurtenances along the north side of parcel W-19 to the northeast corner of parcel W-19 at West Side Drive.

- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
  - i) None.

3. Construct 24-inch sewer line and appurtenances along the north of the WWTP from the from the northwest corner of W-60 at West Side Drive east to Phillip Road (2,530± LF).

- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
  - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$378,000)

Water-Phase 4: Water Phasing Exhibit D

1. Construct 24-inch water line and appurtenances in West Side Drive from the northerly boundary of parcels W-13 and W-29 to Blue Oaks Boulevard (5,800± LF).

- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
  - i) None Anticipated

2. Construct 24-inch water line and appurtenances at the parcel line between W-61 and W-62 on the east side of West Side Drive continuing on to the parcel line between W-71 and W-74 to the connection to the water tank site (3,000± LF).

- a. Responsibility: Westpark

- b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$158,085)
2. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from West Side Drive east to the easterly Westpark property line (270± LF).
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
3. Dedicate 5,000 square foot well sites W-76 and W-77 and construct below-ground well facilities prior to the construction of residential uses in adjacent parcels W-28 and W-17, respectively.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
4. Construct above ground well facilities on W-17 and W-77.
- a. Responsibility: City of Roseville
  - b. Cost Sharing: City of Roseville
  - c. Credits/Reimbursements:
    - i) None.

Recycled Water Phase 4: Recycled Phasing Exhibit E

1. Construct 24-inch recycled water line from northwest corner of parcel W-29 along West Side Drive to Blue Oaks Boulevard (5,783± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$55,122)
  
2. Construct 24-inch recycled water line along Blue Oaks Boulevard and north side of W-60 (270± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$18,220)
  
3. Construct backbone recycled water facilities within all roads constructed in Phase 4.
  - a. Responsibility: Westpark & Fiddymont Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.

Storm Drainage-Phase 4: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and small lot subdivision development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.

- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
2. Construct drainage culverts, a flow restricting dike, weir, and a detention area within the southwest portion of Open Space parcel W-81, consistent with the Master Drainage Plan.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.
3. Construct a drainage detention basin on the west side of W-18.
- a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) None.

Dry Utilities-Phase 4

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 4.
  - a. Responsibility: Westpark & Fiddymont Ranch
  - b. Cost Sharing: None. Each development responsible for their own costs.
  - c. Credits/Reimbursement:
    - i) None.



c. Credits/Reimbursements:

i) None.

4. Construct neighborhood park site W-50.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

Schools-Phase 4: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to school site (W-70) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for elementary school site W-70 concurrent with Phase 4 to provide a turn-key facility. The elementary school (W-70) will be built in time to house the 1,800<sup>th</sup> elementary student generated by the project.

a. Responsibility: Westpark

b. Cost Sharing: Costs are allocated 50/50 between Fiddyment Ranch and Westpark.

c. Credits/Reimbursements:

i) Reimbursement from school fees collected in accordance with mitigation agreement.

Off-Site Improvement – Phase 4: Off-site Infrastructure Phasing Exhibit I

The following off-site improvements shall be constructed by the WRSP project. Cost reimbursement and/or fair share apportionment shall be as described in the Development Agreements for the project.

1. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from Westpark easterly property line to Phillip Road (1,970± LF).

a. Responsibility: Westpark

- b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymont Ranch and Westpark based on total project potable water demand.
- c. Credits/Reimbursements:
- i) Reimbursement from adjacent landowner for frontage water improvements less MOU reimbursement.  
(Estimated \$481,968)
2. Construct a 24-inch recycled water line and appurtenances in Blue Oaks Boulevard from Westpark easterly property line to Phillip Road (1,970± LF).
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated between Fiddymont Ranch and Westpark based on total project recycled water demand.
- c. Credits/Reimbursements:
- i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$116,122)
- ii) Reimbursement from adjacent landowner for frontage non-potable water improvements less MOU reimbursement.  
(Estimated \$186,279)
3. Construct the southern half of Blue Oaks Boulevard (1,900± LF) from Phillip Road to the northeast corner of the Westpark property. This section of Blue Oaks Boulevard shall include 40-feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the south side, streetlights, joint trench, all in street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median.
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated 50/50 between Fiddymont Ranch and Westpark.
- c. Credits/Reimbursements:
- i) None

4. Construct 24-inch sewer line from the northeast corner of parcel W-60 east to the connection at the PGWWTP (1,800± LF).
  - a. Responsibility: Westpark
  - b. Cost Sharing: Westpark
  - c. Credits/Reimbursements:
    - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$ 378,000)

**EXHIBIT PP**  
**SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT**

WHEN RECORDED, RETURN TO:

_____
_____
Attn: _____

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO  
WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT  
(\_\_\_\_\_)**

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

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

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

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

DEVELOPER:

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

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

ASSIGNEE:

\_\_\_\_\_

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

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT REGARDING WEST ROSEVILLE  
SPECIFIC PLAN (ROSEVILLE FIDDYMENT LAND VENTURE, LLC)  
AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Council of the City of Roseville this 23rd day of February, 2004, by the following vote on roll call:

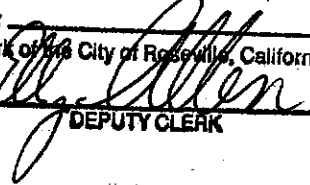
<b>AYES</b>	<b>COUNCILMEMBERS:</b>	John Allard, Jim Gray, Gina Garbolino Rocky Rockholm
<b>NOES</b>	<b>COUNCILMEMBERS:</b>	Richard Roccucci
<b>ABSENT</b>	<b>COUNCILMEMBERS:</b>	None

  
MAYOR

**ATTEST:**

  
City Clerk

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

**ATTEST:**  
City Clerk of the City of Roseville, California  
  
DEPUTY CLERK

*Ord 4048*