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

May 6, 2020

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

This Development Agreement (the "Agreement") is entered into this 6th day of May, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and WEST ROSEVILLE, LLC, a California limited liability company ("Westpark" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State 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 that certain parcel of land (the "Project"), consisting of approximately 24.28[±] acres as described in Exhibit "A", and shown on Exhibit "B" (hereinafter the "F-55a 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"), which Specific Plan was approved by the City on February 4, 2004, with the Plan Area subsequently annexed into the City. The two parcels comprising the real property that is the subject of Landowner's request to the City for land use entitlements described below are also commonly referred to as Parcel F-55a and Parcel W-60a in the WRSP. The City is the owner of Parcel F-55a, a portion of current Parcel F-55, and Landowner is the owner of Parcel W-60a (the "W-60a Property"). The City and Landowner have entered into a purchase and sale agreement (the "Purchase and Sale Agreement"), whereby Landowner will deed the 25.20[±] acre Parcel W-60a to the City for the City's use in developing a multi-field sports complex, in exchange for 24.77[±] acres (24.28[±] acres for Parcels F-55a and 0.49[±] acres for F-20b) of the current 29.80[±] acre Parcel F-55, subject to the terms and conditions of the Purchase and Sale Agreement, including the approval of the land use entitlements described below. The City will retain 4.89[±] acres of current Parcel F-55 that is subdivided from the balance of current Parcel F-55, with 4.03[±] acres designated Parks & Recreation (Parcel F-55b), and 0.86[±] acres designated Open Space (Parcels F-86b and F-86c), along with an additional 0.14[±] acres for roadway right-of way. The land uses of the respective parcels after the

approval of such land use entitlements are shown in Exhibit "C" attached hereto. City and Landowner represent that all persons holding legal or equitable interests in the F-55a Property to be acquired by Landowner shall be bound by this Agreement.

C. Hearings. On February 27, 2020, 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 public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

D. Specific Plan Environmental Impact Report; Project Environmental Document. 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 the Specific Plan, which EIR analyzed buildout of the Specific Plan at a project level. After the City conducted an Initial Study, the City Council, in Resolution No. 20-107, adopted April 15, 2020, concluded that an Addendum to the EIR (the "Addendum") was the appropriate environmental document for the Project. Mitigation measures were suggested in the EIR and are incorporated in the Project. With such mitigation measures, environmental impacts from the Project will be no greater than identified in the EIR and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

E. Entitlements. Following consideration of and conclusion that the aforementioned EIR and Addendum are together deemed the appropriate environmental document for the Project, and adoption of CEQA related findings, the City Council on April 15, 2020, approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) After consideration of the Addendum, the EIR, as deemed the appropriate environmental document by Resolution No. 04-38, and the Mitigation Monitoring and Reporting Program ("MMRP"), previously adopted therewith;
- 2) The Roseville General Plan, as amended by Resolution No. 20-107, adopted April 15, 2020;
- 3) The West Roseville Specific Plan, as amended by Resolution No. 20-108, adopted April 15, 2020;
- 4) The Re-zoning of the Properties pursuant to Ordinance No. 6222 dated May 6, 2020;
- 5) The Tentative Parcel Map, as adopted on February 27, 2020, (PL

19-0180);

- 6) The Small Lot Tentative Subdivision Map, as adopted on February 27, 2020 (PL 19-0180);
- 7) Tree Permit; and
- 8) This Development Agreement, as adopted by Ordinance No. 6221, dated May 6, 2020 (the "Adopting Ordinance").

The approvals described in paragraphs 1 through 8, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the F-55a Property, including, but not limited to, tentative parcel maps and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

F. General and Specific Plans. Development of the F-55a Property in accordance with the Entitlements 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. 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.

G. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the F-55a Property in accordance with the Entitlements and the terms of this Agreement.

H. Need for Services and Facilities. Development of the F-55 Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder.

I. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City from the development of the F-55a Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Landowner may proceed with and complete development of

the F-55a Property in accordance with the terms of this Agreement. Landowner will provide as a part of such development a mix of housing meeting a portion of the housing needs for the City, public facilities such as open space, recreational amenities, and other services and amenities that are of benefit to the entire City. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the F-55a Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the F-55a Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the F-55a Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the F-55a Property as such development occurs.

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

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 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the F-55a Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to West Roseville, LLC, and each and every subsequent purchaser or transferee of the F-55a Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement; Expiration. The term of this Agreement shall commence upon the effective date (the "Effective Date") of the ordinance approving this Agreement (the "Adopting Ordinance") and shall extend for a period of thirty (30) years after the Effective Date, unless said term is terminated, modified or extended by

circumstances set forth in this Agreement or by mutual consent of the parties hereto. The Agreement shall be recorded against the F-55a Property within ten (10) calendar days after City enters into the Agreement, as required by California Government Code Section 65868.5. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. As set forth in the Recitals above, the City's agreement to approve development of the F-55a Property (including the zoning of the F-55a Property) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner 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 F-55a Property, unless and until an effective development agreement is entered into with the City for the F-55a Property.

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 the Project 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 Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that; (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Public Services CFD required by Section 3.19 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 Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the 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 Public Services CFD required by Section 3.19, 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 Landowner's expense. Termination of this Agreement for any such residential or non-residential 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, and Landowner is unable or elects not 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 Landowner (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 F-55a Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the F-55a 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 Manager 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 Manager 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 or to be subject to this Agreement.

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, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Landowner, 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 Landowner's expense, with the County Recorder within ten (10) calendar days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the F-55a Property shall describe the portion thereof that is the

subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE F-55 PROPERTY

2.1 Permitted Uses. The permitted uses of the F-55a 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 F-55a Property shall be those set forth in the Entitlements.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the F-55a Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate acreages, net of road right of way ("Net Acre") for the parcels in the Specific Plan set forth below, as shown in the Specific Plan Land Plan in Exhibit "D", attached hereto and summarized below:

Low Density Residential (Parcel F-55a)	99 units on 24.28 Net Acres;
High Density Residential (Parcel F-20b)	0 units on 0.49 Net Acres;
Park (Parcel W-60a and Parcel F-55b)	29.23 Net Acres;
Open Space (Parcels F-86b and F-86c)	0.86 Net Acres;
Right-of-Way	0.14 Net Acres.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the F-55a 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 F-55a Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.

2.2.1 Property Specific Development Standards. At Landowner's option, either the Residential Single Family/Development Standards (RS/DS) attached hereto as Exhibit "D-1" or the RS/DS standards set forth in the Specific Plan shall apply to the Low Density Residential designated parcel in the F-55a Property.

2.3 [Reserved].

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 F-55a Property are inconsistent with the land use designations or permitted or conditionally permitted uses on the F-55a Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the Entitlements as defined herein and 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 F-55a Property are not inconsistent with the land use designations or permitted or conditionally permitted uses on the F-55a Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation or dedication of land or other terms or conditions 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 F-55a Property, except as limited by Section 2.5.2 of this Agreement.

2.4.2 Obligation to Meet and Confer. If City attempts to apply to the Project future rules, ordinances, fees, regulations or policies which Landowner believes to conflict with the Entitlements, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) calendar days after the date of such written notice by Landowner to discuss the matter.

2.4.3 Application of Changes. Nothing in this section shall preclude the application to development of the F-55a Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.4.4 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 F-55a Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the date that City executes this Agreement.

2.5 City Fees, Taxes and Assessments.

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

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the F-55a Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the F-55a Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Landowner's obligation to pay future City fees is limited to those fees adopted on a City-Wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with Landowner's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

2.6 Affordable Housing. The affordable housing obligation for the F-55a Property is ten percent (10%) of the total residential units which are actually constructed within the F-55a Property. Landowner shall provide, pay an in-lieu fee for (excluding moderate-income units), or make financial expenditures equivalent to, ten (10) units affordable to very low, low, and moderate-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be forty percent (40%) for very low, forty percent (40%) for low, and twenty percent (20%) for moderate-income households.

Landowner shall develop or cause twenty percent (20%), or two (2) units, of the total required affordable residential units within the F-55a Property to be developed as units affordable to moderate-income households, in accordance with the terms of this

Section and subject to adjustment based on actual development. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee.

The F-55a Property is part of a property exchange between the City and Landowner which will enable the City to build a multi-field sports complex at substantially lower costs. Due to these unique circumstances and in order to satisfy its obligation for very low and low income households, Landowner shall bear the cost of constructing parking on Parcel F-20b for the use and benefit of Parcel F-20, and deed Parcel F-20b to the owner of the existing affordable housing project located on Parcel F-20 once Landowner has completed such parking improvements. In addition, Landowner has constructed at its expense significant improvements to the W-60a Property, including frontage improvements (including utilities), resulting in significant public benefit that the City will realize upon the development of the W-60a Property. Since these financial expenditures are the equivalent of providing the remaining eight (8) affordable units, payment of an additional in-lieu fee for the very low and low income units is not required.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "moderate income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units.

Locations of affordable housing single-family affordable purchase residential units shall be established in the Affordable Housing Agreement required under Section 2.6.1.1 below. Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Affordable Purchase Residential Units. Landowner agrees that two (2) units will be reserved on the F-55a Property as detached and/or attached single-family residential units affordable to moderate-income purchasers as follows:

Parcel	Total Units in Parcel	Moderate-Income Purchase Units
F-55a	99	2
TOTAL	99	2

Notwithstanding the foregoing, Landowner may satisfy the obligation set forth above for the two (2) moderate-income purchase units in the F-55a Property by securing the construction of two (2) low income rental units in a parcel in the WRSP or the Sierra Vista Specific Plan ("SVSP") via transferring the obligation for the two (2) affordable units set forth herein to such parcel within the WRSP or SVSP pursuant to Section 2.6.1.4 below. The affordable housing obligation for the two (2) units set forth above that are so transferred shall be additional low income rental units above the then required affordable units within the WRSP or SVSP.

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 Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to moderate-income households. Specific requirements of the agreement will be determined by the City Manager or his/her designee.

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

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

2.6.1.4 Transfer of Obligation. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof), including any excess affordable purchase units committed to by Landowner above its allocated affordable housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, to another parcel (the "Transferee Parcel") within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation which 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 affordable housing, Landowner shall be eligible to pay such in lieu fee rather than provide affordable housing units on the F-55a Property.

2.6.1.6 Community Facilities Districts. The City Manager or

his/her designee shall maintain a list of moderate-income affordable units that are conveyed pursuant to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the Chief Financial Officer. In reliance thereon, the Chief Financial Officer shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the F-55a Property, set the applicable special tax for the moderate-income affordable purchase units within each such Parcel at a level described in the rate and method for said Community Facilities District.

2.6.2 Not a Limitation. Nothing in the foregoing Section 2.6.1 shall be construed to limit Landowner from offering units for purchase to households of moderate incomes in excess of the number of units specified.

2.7 Wetlands.

2.7.1 404 Permit. Landowner and other property owners in the WRSP have obtained 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 all property within the WRSP, including the F-55a Property, and have mitigated all impacts of such wetland fills in satisfaction of the conditions and requirements of the 404 Permit.

Landowner shall obtain any other State or Federal permits that may be required in order to develop the F-55a Property. 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.

2.7.2. Compliance with 404 Permit Conditions. Any violation of the 404 Permit by Landowner arising out of construction of drainage outfalls and other drainage improvements in any on-site preservation area ("Preserve Area(s)") shall be the responsibility of Landowner. Upon City acceptance of such improvements (which shall occur upon completion of such drainage improvements prior to City acceptance of the Preserve Area(s)), City shall be responsible for the normal operation and maintenance of such outfalls and other drainage improvements within dedicated areas. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s).

2.8 Provision of Off-site Real Property Interests. In those circumstances

where the City owns property in fee on or over which development of the F-55a 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, right-of-way, or sites as needed for the timely and efficient development of the Property.

ARTICLE 3. LANDOWNER 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 Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, 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 Landowner. Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances inconsistent with the intended use of those properties (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney.

3.3 Recordation of Large Lot Map. One Tentative Parcel Map ("TPM") shall be prepared for Parcel F-55, with one final parcel map ("Final Parcel Map"). Consistent with Section 3.5.5.2 below, security shall only be required for recordation of any small lot subdivision map.

With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for Parcel F-55a's Blue Oaks Boulevard frontage, if any additional RoW is needed to complete required frontage improvements along Parcel F-55a's Blue Oaks Boulevard frontage, (2) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications, and (3) temporary construction easements ("TCEs") covering the combined width of the RoW, and PUEs. City shall have the right to accept TCEs on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry

agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld.

City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements is complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the F-55a Property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of the Final Map, or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, pursuant to Section 3.3, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be 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, bus shelter, 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. Landowner, at its expense, shall provide the road improvements set forth in the small lot tentative subdivision map for Parcel F-55a.

3.5.1 Landowner's Obligations. In recognition that portions of Blue Oaks Boulevard along Parcel F-55a's frontage have been constructed by others, Landowner's obligation for roadway improvements shall consist of the improvements shown on Exhibit "E". This obligation for Parcel F-55a's Blue Oaks Boulevard frontage shall consist of construction of improvements from the western edge of existing curb, gutter, and sidewalk, as completed under previously approved improvement plans, to the western curb return at the planned street intersection located at the northwest corner of Parcel F-55a, including asphalt pavement between Parcel F-55a's frontage and the southern edge of existing asphalt pavement on Blue Oaks Boulevard. Landowner's obligation shall also consist of construction of an interim deceleration lane on eastbound Blue Oaks Boulevard from the western curb return at Parcel F-55a's entrance to the

southern edge of the existing pavement, for a distance of approximately 215 feet to the west of Parcel F-55a's western curb return. Improvements defined herein shall include drainage facilities, utilities, and street lights (collectively, "Frontage Improvements"). Auxiliary lanes, turn flares, accel/decel lines, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/or collector roadway improvements.

Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.4 of this Agreement.

3.5.2 Arterial Roadways. If necessary, Landowner shall grant easements and dedicate all IODs for the Blue Oaks Boulevard frontage for Parcel F-55a.

3.5.3 Blue Oaks Boulevard Off-Site Road Fee. As defined in the Fourth Amendment to the Development Agreement by and between the City and ATC Realty One, LLC, recorded in the Official Records of Placer County as Instrument No. 2013-0082174-00, the City has adopted a Blue Oaks Boulevard Off-Site Road Fee, applicable to certain properties in the WRSP, and City and Landowner intend in this Agreement to apply such fee to building permits in Parcel F-55a. Accordingly, Landowner shall pay to City, upon issuance of each residential building permit in Parcel F-55a, the Blue Oaks Boulevard Off-Site Road Fee in the amount of \$613.81 per dwelling unit. The Blue Oaks Boulevard Off-Site Road Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.

3.5.4 Westpark Drive Off-Site Road Fee. As defined in the Fourth Amendment to the Development Agreement by and between the City and ATC Realty One, LLC, recorded in the Official Records of Placer County as Instrument No. 2013-0082174-00, the City has adopted a Westpark Drive Off-Site Road Fee, applicable to certain properties in the WRSP, and City and Landowner intend in this Agreement to apply such fee to building permits in Parcel F-55a. Accordingly, Landowner shall pay to City, upon issuance of each residential building permit in Parcel F-55a, the Westpark Drive Off-Site Road Fee in the amount of \$185.62 per dwelling unit. The Westpark Drive Off-Site Road Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI as detailed in Section 3.5.3.

3.5.5 Timing of Dedication and Construction of Road Improvements.

3.5.5.1 Rights-of-way for Parcel F-55a's Blue Oaks Boulevard frontage, if necessary, shall be dedicated as an IOD to the City as set forth in Section 3.3, and with the recordation of the Final Parcel Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

3.5.5.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner 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 to serve the portion of the Parcel F-55a Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

3.5.6 Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Development Services Director. 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.

3.5.7 Landscape Setbacks. For the roadways within and/or adjacent to the F-55a Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/decel lanes, and tapers 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, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.

3.5.8 City Traffic Mitigation Fee. Landowner agrees that the F-55a Property shall be subject to and shall pay the City Traffic Mitigation Fee applicable to the WRSP.

3.5.9 Highway 65 Joint Powers Authority. Landowner agrees that the F-55a Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee") applicable to the WRSP.

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

3.5.10 South Placer Regional Traffic Fee (Tier I). Landowner agrees that the F-55a Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee (Tier I) as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City as applied to property in the WRSP.

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

3.5.11 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the western Placer County, including Baseline Road and Walerga Road. Landowner agrees that the F-55a Property shall be subject to and pay the City-County Traffic Mitigation Fee applicable to properties in the WRSP.

3.5.12 Alternative Transportation Marketing. Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.

3.6 Sewer Facilities. Landowner shall construct on-site sewer facilities as described in this Section, and as shown in Exhibit "F", attached hereto. City shall provide Landowner 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 "F", Landowner shall have no obligations to install or pay for the installation of any off site treatment 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. Landowner shall construct wastewater conveyance facilities to connect the F-55 Property to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibit "F".

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 provide a single point of access to all manholes that are not located within roadways, to be determined by the Environmental Utilities Director.

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. Landowner 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. 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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.

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

3.7 Water Supply.

3.7.1 Financing of Water Supply. Other than facilities specified in Exhibit "H", Landowner shall have no construction 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.

3.7.2 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "G" to this Agreement. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the F-55a Property and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the F-55a Property. Modifications to the Water Conservation Plan as approved

by the Environmental Utilities Director shall not require an amendment to this Agreement.

3.8 Water System Improvements.

3.8.1 Water Facilities. Landowner shall construct on-site water system facilities as shown on Exhibit "H". All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein.

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

3.8.3 Water Softeners. As part of its development of the F-55a Property, Landowner and its successors shall not provide water stubouts for the installation of water softeners.

3.8.4 Disclosure to Buyers. Landowner shall disclose to all residential and nonresidential buyers that the F-55a 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 covenants, conditions and restrictions (CC&Rs) for the F-55a Property. The disclosure shall describe the location of groundwater wells and water storage facilities.

3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section, and as shown in Exhibit "I", attached hereto and made a part hereof. Recycled water shall be used for irrigation of landscape setback. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "I".

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

3.9.2 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of landscape corridors. Such disclosure shall be included in the CC&Rs for all residential buyers.

3.10 Drainage Facilities. Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the F-55a Property in conformance with the Project Drainage Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, and the 404 Permit issued by the Army Corps. All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the F-55a Property boundaries and the off-site facility within Parcel F-55b as shown on the small lot tentative subdivision map. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section, and as shown in Exhibit "J", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "J," Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

3.10.1 Other Agency Approval. Prior to issuance of any building permit or grading permit, Landowner 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 Army Corps and the California Department of Fish and Wildlife.

Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices

(BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the F-55a Property.

3.10.2 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the Project Drainage Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the F-55a 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.

3.10.3 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Landowner of those facilities, the Landowner shall secure all necessary rights of entry and third party easements. All drainage outfall structures for storm drain flows leaving the F-55a Property shall be built as either temporary or permanent structures wholly on properties in the WRSP. The City will offer no power of eminent domain for such drainage outfall structures.

3.11 Electric. Landowner shall provide electric utility improvements as provided in this Section and as shown in Exhibit "K" attached hereto.

3.11.1 On-Site Electric Facilities. For purposes of this section, "on-site" means within the F-55a Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric

Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the F-55a Property as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable F-55a Property roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner.

3.11.2 Streetlights. Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the F-55a Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

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

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These

requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.

2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder/homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.23(23) as to the direct load control device.

3.12 Parks, Open Space, and Bike Trails. City is retaining Parcels F-55b, F-86b and F-86c, Parcels 2, 3 and 4, respectively, of the Tentative Parcel Map approved with this Agreement. Landowner is not obligated to dedicate any parkland to City because of the excess parkland already dedicated in the WRSP.

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

3.12.1 Financing for Parks. The construction of improvements to parks within the WRSP shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the F-55a Property.

3.12.1.1 Financing for Neighborhood Parks. Landowner's obligation for the construction of the neighborhood park sites within the WRSP shall be limited to payment by Landowner of neighborhood park fees.

The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.1.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in this Agreement, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.

3.12.1.2 Maintenance District Financing. Pursuant to Section 3.19 below, Landowner shall support the annexation into the Community Facilities District – Public Services (“Services CFD”) District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the F-55a Property and to provide maintenance of parks.

3.12.2 Neighborhood Park Fee. Landowner shall pay a neighborhood park fee (the “Neighborhood Park Fee”), upon the issuance of each residential building permit within Parcel F-55a, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$3,122.00 per Low Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

3.12.3 City-Wide Park Fee. Landowner shall pay a city-wide park fee (the “City-Wide Park Fee”), upon issuance of each residential building permit within Parcel F-55a, to fund City-wide park improvements. Such City-Wide Park Fee shall be \$2,509.00 per Low Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.4 Bike Trail Fee. Upon the issuance of each residential building permit within Parcel F-55a, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Specific Plan, including adjacent to the F-55a Property. Such bike trail fee shall be \$802.00 per Low Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.5 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner’s General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the F-55a Property.

3.13 School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively “the Districts”), to mitigate the impacts of development of the F-55a 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 City shall process and approve any subdivision maps or other such entitlements for the F-55a Property and issue any building permits for development thereof consistent with the Entitlements.

3.14 Miscellaneous Public Facilities and Services.

3.14.1 Fire Tax Equivalent Fee. The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

3.14.2 Placer County Capital Facilities Fee. Landowner 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 Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the F-55a Property.

3.14.3 City Public Facilities Fee. Landowner shall pay the City Public Facilities Fee upon issuance of each building permit within the F-55a Property.

3.14.4 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay, upon issuance of each residential building permit within the F-55a Property, a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density residential unit shall be \$1,280. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.14.5 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. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.14.6 Signage for Future Public Facilities. Landowner shall provide and install signage to alert residents along bike trails where they will abut residential property, per City specifications and applicable sign permits.

3.14.7 Library Facilities. Landowner 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.

3.14.8 Construction Waste. Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

3.14.9 Air Quality Mitigation Fee. Landowner shall pay, upon issuance of each residential building permit in Parcel F-55a, an air quality mitigation fee in the amount of \$90.84 per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until Parcel F-55a is built out.

3.14.10 Traffic Signal Coordination Fee. As partial consideration for this Agreement and to offset certain anticipated traffic impacts, Landowner 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.

3.14.11 Transit Shuttle Service Fee. Landowner shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$75.34 per dwelling unit equivalent, adjusted annually, on July 1, based on the percentage change in the CCI.

3.15 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the F-55a Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR and the Addendum related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR and Addendum as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR and Addendum.

3.16 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, 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 F-55a 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 Landowner, 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.

3.17 Community Facilities District - Public Facilities (Project Infrastructure).

3.17.1 Community Facilities District Applicable to the Property. The F-55a Property shall be subject to the applicable maximum special tax provided for Low Density Residential property in the Fiddyment Ranch CFD-1 Community Facilities District (CFD) that has been implemented for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Fiddyment Ranch portion of the Specific Plan.

3.17.1.1 Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") program and/or the Bond Opportunities for Land Development ("BOLD") program for any eligible impact fees.

3.18 [Reserved.]

3.19 Community Facilities District - Public Services (Services CFD). The Parcel F-55a Property lies within the boundaries of the City's Public Services CFD (CFD #2) and is subject to the annual assessments of CFD #2 to provide the funds required for the performance of maintenance, monitoring and reporting obligations set forth in the formation documents of CFD #2.

3.20 Community Facilities District - Municipal Services. The F-55a Property lies within the boundaries of the City's Municipal Services CFD (CFD #3) and is subject to the annual assessments of CFD #3 to provide the funds to pay for municipal services citywide, including the F-55a Property.

3.20.1 Public Parcel Exclusion. Landowner expressly agrees that parcels conveyed or to be conveyed to the City shall be excluded from any assessment, imposed by the Services CFD.

3.21 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns,

agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.22 Grading Permit. Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowner's responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.

Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Development Services Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

3.23 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/or residential units within the F-55a Property, of the following matters:

1. Designation of Fiddymont Road and Blue Oaks Boulevard as truck routes.
2. Designation of Philip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Philip Road and Blue Oaks Boulevard are connected.
3. The existence of a Development Agreement on the F-55a Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit.
4. Parcel F-55a will be served by surface water supplies and 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 per the project Water Conservation Plan (Exhibit "G"), which may include such measures as Smart Timers.
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 within Pleasant Grove Boulevard may be used for high-pressure natural gas lines 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 Roseville Energy Park.
12. Location of the Regional Soccer Complex.
13. Location of schools and parks within one mile.
14. Location of the off-leash dog park on Parcel F-54.
15. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.
16. Potential for the proposed Placer Parkway on the west side of the Specific Plan.
17. Location of a retention basin on the Reason Farms property.
18. Location of well sites and water storage facilities.
19. Location of the recycled water tank site and pumping station facilities.

20. Location of solid waste recycling center.
21. Masonry walls adjacent to landscape corridors and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement.
22. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
23. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
24. Livestock grazing may occur within open space preserve areas.
25. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.

If Landowner records any F-55a 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.

ARTICLE 4. CITY OBLIGATIONS

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

4.2 Applications for Permits and Entitlements.

4.2.1 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 F-55a Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

4.2.2 Maps and Permits. Provided that the Public Services CFD and Maintenance Services CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the F-55a Property in accordance with this Agreement, and further provided that Landowner is not in default of 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 F-55a 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 petitions to annex the F-55a Property into the Public Services CFD and/or Maintenance Services 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 subdivision maps and for tentative and final parcel maps consistent with the Parcels described by the Specific Plan for the F-55a 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 F-55a 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.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Government Code Section 65867.5.

4.2.3 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.

4.3 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), Landowner 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) calendar days beyond the time otherwise provided by law, unless Landowner and City mutually agree to another time limit.

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

4.5 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, 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 land use designations, permitted or conditionally permitted uses on the F-55a Property, design requirements, density and intensity of uses as set forth in the Entitlements, and as further set forth in Section 2.4.1 above, and that any such resolution, ordinance, initiative or referendum shall not apply to the Entitlements and the F-55a Property. Notwithstanding any other provision of this Agreement, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-Wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the F-55a 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 an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the F-55a 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 an imminent public health or safety issue under the terms of this

paragraph.

4.6 Subsequent Proposed Development. City and Landowner acknowledge that the terms of this Agreement provide for substantial financial commitments by Landowner to ensure that Parcel F-55a development results in a net positive fiscal effect on the City and its residents. City agrees to use its best efforts 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 Landowner under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

4.7 Essence of Agreement. Articles 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) calendar 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) calendar 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) calendar days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the F-55a Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) calendar days after conclusion of the review and receipt from the City of the bill for such costs.

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

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

If City takes no action within thirty (30) calendar days following the hearing required under Roseville Municipal Code Section 19.84.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 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, acts of terrorism, 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) calendar days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the F-55a Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

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

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner 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 Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the F-55a Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

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 F-55a 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 Landowner 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 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) calendar days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall

not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the F-55a 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 Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the 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 F-55a 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 F-55a 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 Landowner in the performance of Landowner'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 Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.
- d. Any Mortgagee who comes into possession of the F-55a Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the F-55a Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a

condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 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:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, California 95678

With a copy to:

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

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

West Roseville, LLC
1420 Rocky Ridge Drive, Suite 265
Roseville, CA 95661
Attention: Jeff Jones

With a copy to:

Marcus J. Lo Duca, Esq.
Law Office of Marcus J. Lo Duca, P.C.
3200 Douglas Boulevard, Suite 300
Roseville, CA 95661

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.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the F-55a Property, Landowner shall have the full right to assign this Agreement as to the F-55a Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "L" and the conveyance of Landowner's interest in the F-55a Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 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. 622, adopted by the Council of the City of Roseville on the 6th day of may, 2020.

CITY OF ROSEVILLE,
a municipal corporation

By: [Signature]
Dominick Casey
City Manager

LANDOWNER:

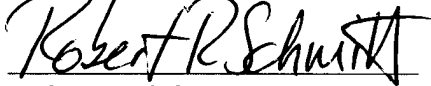
WEST ROSEVILLE, LLC,
a California limited liability company

By: [Signature]
Jeff Jones
Manager

ATTEST:

By: [Signature]
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Mike Isom
Development Services Director

ACKNOWLEDGMENT

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

State of California
County of Placer)

On March 3, 2020 before me, C. Graeff, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature C Graeff (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Placer }

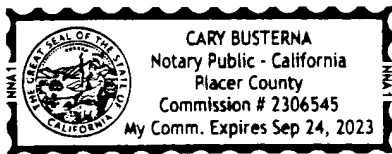
On 6/8/2020 before me, Cary Busterna, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dominick Casey
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cary Busterna
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

LIST OF EXHIBITS

- Exhibit A Parcel F-55a Property Legal Description
- Exhibit B Parcel F-55a Property Map
- Exhibit C Land Use Plan for Parcels F-55a, F-55b, F-20b, F-86b, F-86c, W-60a
- Exhibit D Specific Plan Land Use Plan
- Exhibit D-1 RS/DS Development Standards
- Exhibit E Blue Oaks Boulevard Frontage Improvements
- Exhibit F Sewer Facilities
- Exhibit G Water Conservation Plan
- Exhibit H Water Facilities
- Exhibit I Recycled Water Facilities
- Exhibit J Drainage Facilities
- Exhibit K Electric Utility Improvements
- Exhibit L Sample Assignment and Assumption Agreement

EXHIBIT "A"
PARCEL F-55a PROPERTY LEGAL DESCRIPTION

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian and being further described as follows:

Beginning at a 2" brass disk stamped LS 3923 at the North 1/16 corner between Section 23 and Section 24 as shown and so designated on the Final Map of Fiddymont Ranch Phase 2A, filed for record September 22, 2017 in Book DD of Maps at Page 88, Placer County Records; thence from the **POINT OF BEGINNING** and along the common line between said Sections 23 and 24, North 00°16'29" West a distance of 160.13 feet; thence leaving said common line for the following twenty (20) arcs, courses and distances:

1. North 44°46'50" East a distance of 665.14 feet to a point of curvature;
2. from a radial line which bears South 25°59'46" West, 541.43 feet along the arc of a non-tangent 2050.00 foot radius curve to the left through a central angle of 15°07'57";
3. South 79°08'11" East a distance of 30.00 feet;
4. South 10°51'49" West a distance of 57.63 feet;
5. South 00°18'24" East a distance of 978.78 feet;
6. South 89°41'36" West a distance of 83.67 feet;
7. South 00°01'52" West a distance of 218.76 feet;
8. South 30°24'36" West a distance of 19.39 feet;
9. South 30°24'36" West a distance of 115.80 feet;
10. South 67°00'02" West a distance of 41.54 feet;
11. South 35°39'43" West a distance of 69.80 feet;
12. North 61°17'40" West a distance of 98.27 feet;
13. North 35°57'31" East a distance of 242.73 feet;
14. South 79°42'58" East a distance of 62.04 feet;
15. North 00°01'52" East a distance of 40.61 feet;
16. North 80°40'12" West a distance of 143.81 feet;
17. South 17°42'06" West a distance of 59.10 feet;
18. North 72°17'54" West a distance of 126.46 feet;
19. North 53°21'39" West a distance of 175.71 feet;
20. North 66°20'40" West a distance of 210.95 feet;
21. North 46°26'12" West a distance of 164.78 feet;
22. North 19°57'15" West a distance of 259.81 feet;
23. North 39°29'14" West a distance of 85.44 feet;
24. North 72°55'07" West a distance of 13.19 feet; and
25. North 00°16'11" West a distance of 92.43 feet to the Point of Beginning.

Containing 24.267 acres of land, more or less.

18424.PH4.F55
01/03/2020
RMP

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

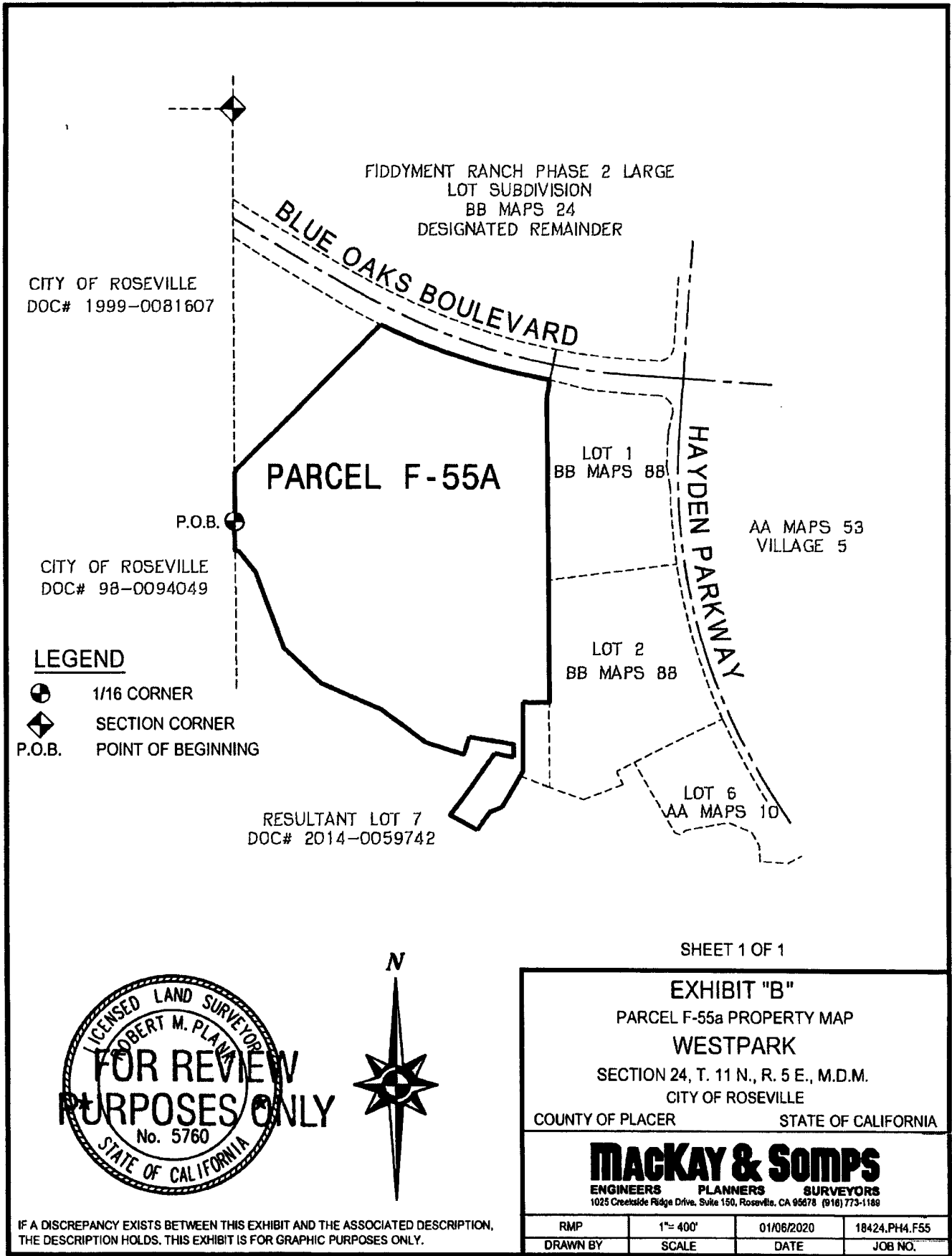
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Robert M. Plank, PLS 5760
License Expiration Date: 06-30-20



Date: _____

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1025 Creekside Ridge Dr., Suite 150, Roseville, CA 95678
P:\18424\survey-MS\mapping\desc\F-55a Dev. Agreement\Exhibit A-1.docx



SHEET 1 OF 1



EXHIBIT "B"
PARCEL F-55a PROPERTY MAP
WESTPARK
SECTION 24, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE
COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Crestside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION,
THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 400'	01/06/2020	18424.PH4.F55
DRAWN BY	SCALE	DATE	JOB NO.

Exhibit C: Land Use Plan

Parcels F-55a F-55b, F-20b, F-86b, F-86c, & W-60a

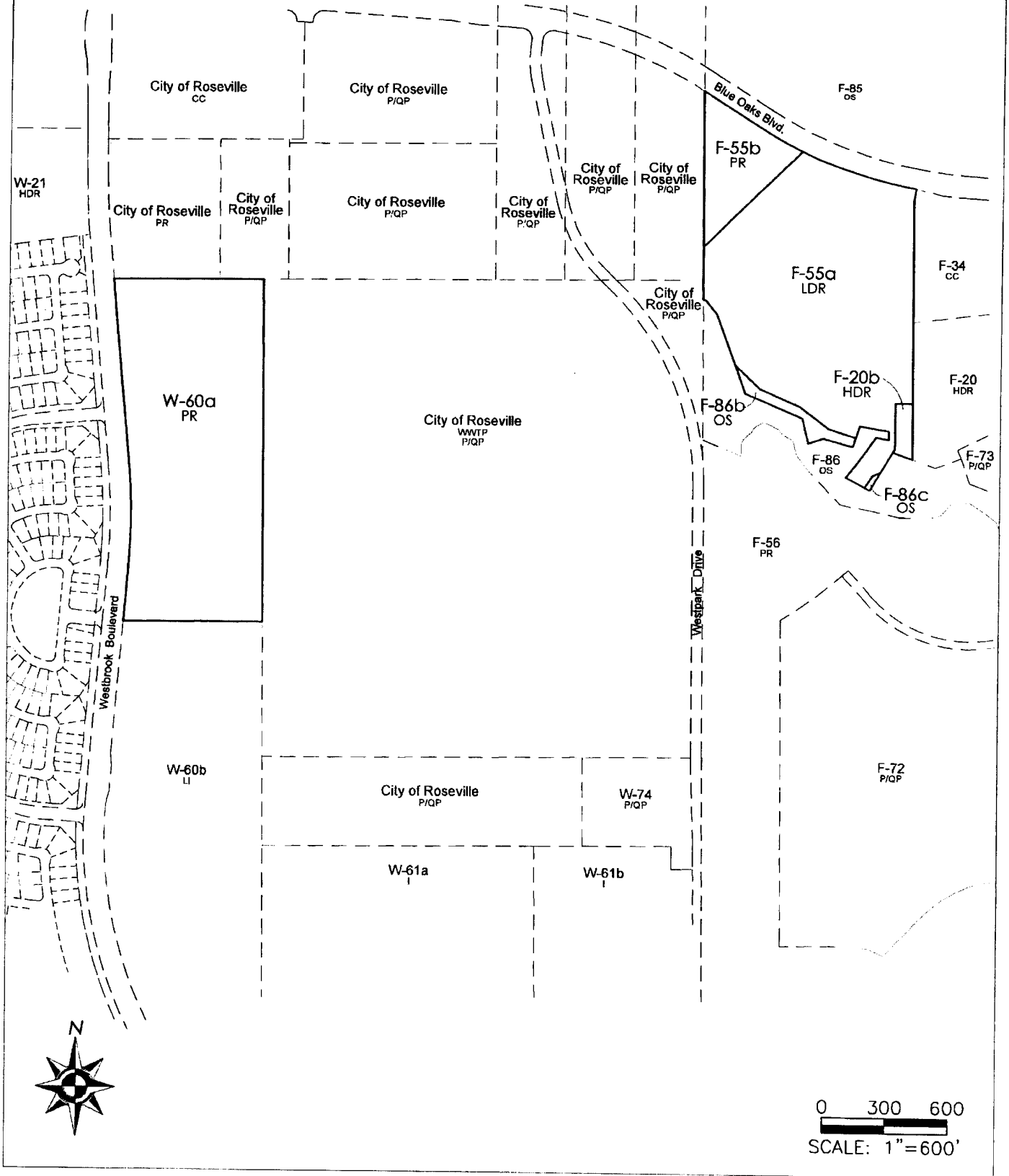


Exhibit D: Specific Plan Land Use Plan

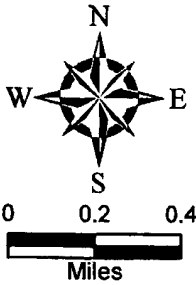
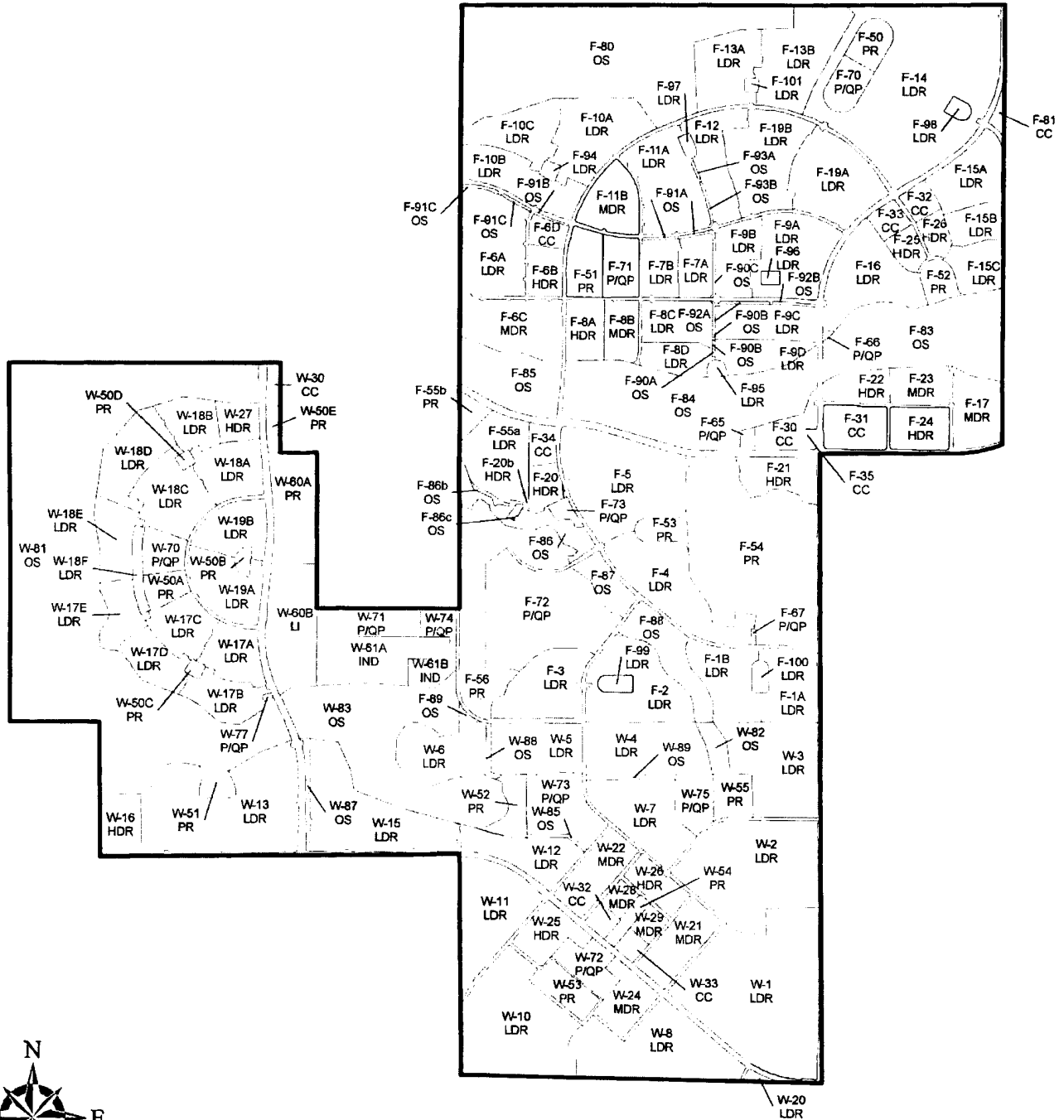


EXHIBIT D-1: RS/DS Development Standards

Single Family (with attached sidewalk)	
Lot Size (minimum)	
Area, Interior Lot	3,600 sq. ft.
Area, Corner Lot	4,400 sq. ft.
Width, Interior	45 ft.
Width, Corner	55 ft.
Permitted Density (maximum per lot)	
Residential Density	1 dwelling; 1 second unit
Setbacks (minimum) See Chapter 19.22 of Zoning Ordinance for accessory structure setbacks	
Front ¹	15 ft. to living space and side wall of garage; 18 ft. minimum driveway depth with roll-up garage
Sides	5 ft. interior; 12.5 ft. street side on corner
Rear ²	10 ft. minimum with minimum useable open space of 450 s.f.
Coverage (maximum)	
Site Coverage	None ²
Height (maximum)	
Height Limit	35 ft.

1. Front setback measured from back of walk.
2. The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard lot is ten (10) feet. Maximum coverage is a function of lot size, required setbacks and useable open space.

Exhibit E: Blue Oaks Boulevard Frontage Improvements

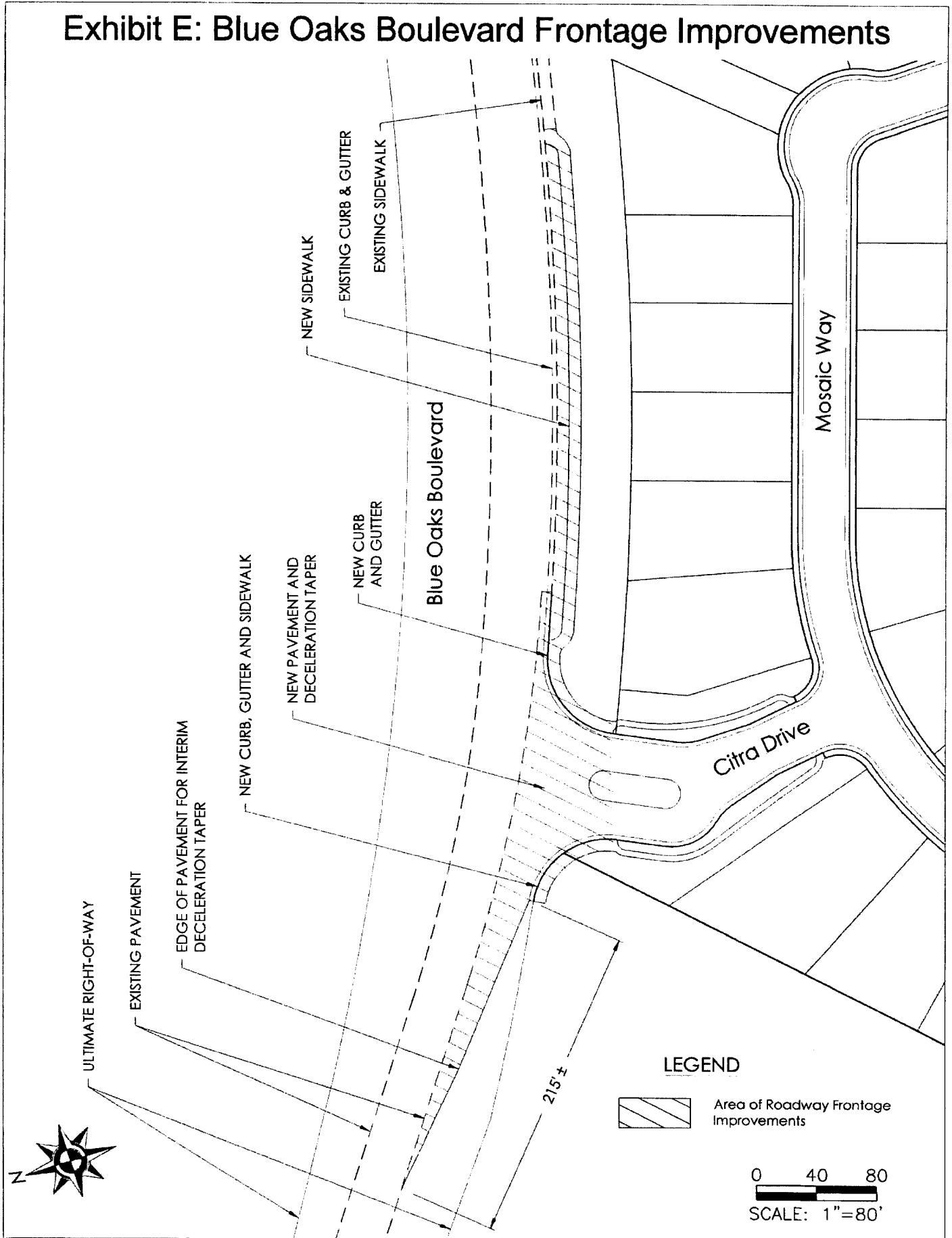


Exhibit F: Sewer Facilities

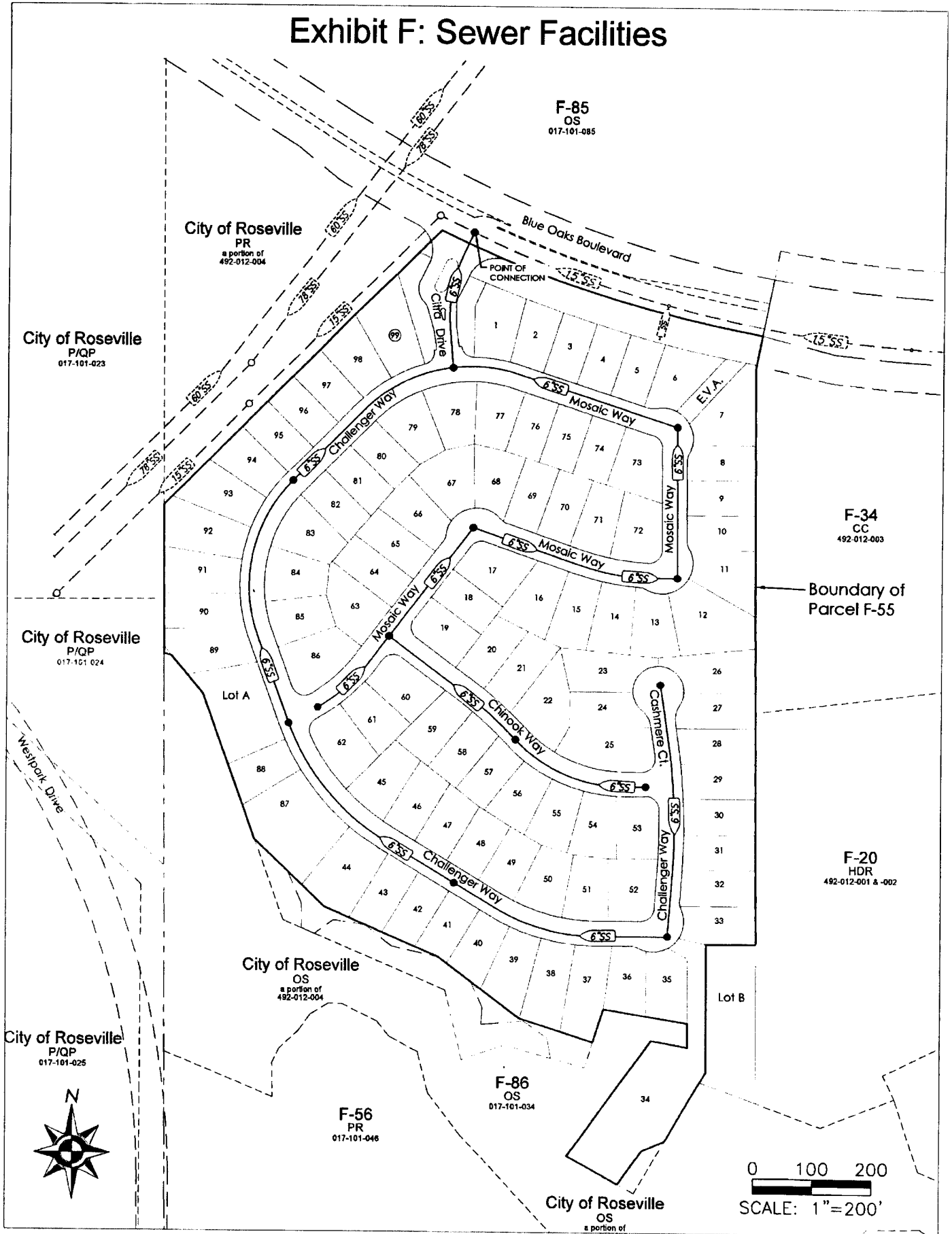


Exhibit G: Water Conservation Plan

Water Conservation Methods

Various methods were analyzed to determine a quantifiable savings in water demand. These methods include limitations on turf areas, using smart weather irrigation controllers, using recirculating hot water systems, using low flow toilets, and low flow lavatory and kitchen faucets.

Landscape Turf Reduction

The most effective and cost efficient way to reduce water demand is by limiting the use of turf and replacing turf with low water use plants. According to the Fair Oaks Horticulture Center, water efficient plants use approximately 65%-75% less irrigation water than turf. This Plan assumes that low water use plants use 70% less water than turf.

The reduced irrigation demand is primarily accounted for by the use of drip irrigation or other low water spray heads that contribute to the irrigation of a single shrub or multiple smaller plants. These types of irrigation systems eliminate overspray typical of traditional spray heads. It is also important that the shrub and plant selection are low water users.

Baseline turf area was determined for each type of land use. The area of turf was then reduced and replaced with low water use plants. It is estimated that 30% of the total front yard area is non-irrigated hardscape and 70% is irrigated landscape. For example, front yard residential turf as a function of total front yard irrigated landscaped area (excluding hardscape) is assumed to be 70% for the baseline case. Restricting turf area to 40% of total front yard irrigated landscaping and replacing the remaining 30% area with low water use plants results in significant water savings. See Diagram #1 for a detailed example of front yard turf and planting areas.

To estimate water savings as a result of turf reductions, a turf reduction factor is established to represent the water demand based on the relationship between the area of original turf and the turf limitation to be implemented in the project area with additional low water use plants.

For residential front yards the developer and builder are responsible for landscaping whereas individual home owners are responsible for backyard landscaping. Therefore, it is assumed that only the developer and builder can directly influence water demand within the front yards and not in the residential backyards. Backyards were not analyzed for turf reduction as the landscape material decision and design is the responsibility of the individual home owner and not the developer or builder.

Front yard residential turf reduction is only one component of overall turf irrigation. Similarly, turf at parks and paseos also contribute to significant irrigation demand. The analysis conducted in this TM reduces park turf from 80% of the park parcel to 60%. Additionally, paseos see a reduction in turf area to 30% of total landscape area. In each scenario low water use plants replace the area of reduced turf. By limiting turf in front yards, high density residential land uses, parks, and paseos, total irrigation demand can be reduced by 24% when excluding backyard irrigation.

Smart Weather Irrigation Controller

Typical irrigation controllers used in most landscape irrigation installations are timer based where run times are determined by the owner, tenant, professional landscape service, or property manager. Many users irrigate without the background knowledge or science behind irrigation principals. As a result many landscape areas are over watered. Smart irrigation controllers use algorithms to analyze soil conditions and weather to determine proper irrigation run times.

The US Bureau of Reclamation issued the technical memorandum, Summary of Smart Controller "Water Savings Studies" (USBR memorandum), dated April 2008. The USSR memorandum summarizes fourteen weather based controllers, nine soil moisture based controllers, and two weather and soil moisture based controllers. As part of this Plan, the use of weather based smart irrigation controllers are used to reduce irrigation demand. For weather based controllers the studies in the USSR memorandum have associated water savings of between 7% and 41 %.

This Plan assigns a 20% water savings with the use of weather based smart irrigation controllers. Initial installation of smart irrigation controllers in all buildings and residences would be necessary to realize savings. Participation by all property owners results in 20% less irrigation demand.

The weather based smart irrigation controllers still require users to program their controller to their own satisfaction without the extensive knowledge of extensive landscape irrigation concepts. The use of combination weather based and soil moisture based controllers will likely yield additional water savings. Water savings analysis for these types of controllers is fairly limited and requires additional initial investment.

It is important for builders to install smart water controllers that are capable of expansion and provide wiring for easy installation and connection to backyard landscape irrigation system. Without this convenience, home owners may purchase and install more convenient water irrigation controllers that are less expensive and forgo water conservation features.

Hot Water Recirculating Pumps

Recirculating hot water pumps circulate hot water from the water heater through a loop in a home to near faucets and other hot water demand points. This allows for near instantaneous hot water without having to flow cold water through the pipes for hot water to arrive from the water heater. Fiddyment Ranch, which is part of the West Roseville Specific Plan already requires residences to be installed with a recirculating hot water pump or similar water conservation device.

This Plan assumes the average distance between the water heater and the hot water demand source is approximately 50 feet. The pipe is typically ¾" diameter. Therefore the average draw per hot water demand is 1.1 gallons of cold water before the hot water arrives at the demand point. This method assumes that each dwelling unit produces an average of six draws of hot water per day. The use of hot water recirculating pumps would result in water savings.

Low Flow Toilets

The 2007 California Plumbing Code requires water closets to consume not more than 1.6 gallons per flush. There is however a number of toilets available on the market that use less water per flush. Low flow toilets typically use 1.1 gallons per flush while ultra-low flow toilets can use 0.8 gallons per flush. Low flow toilets use compressed air within the toilet bowl to effectively flush.

Residential toilet use represents 13% of the typical residential water use. This Plan assumes that toilets would use a maximum of 1.28 gallons per flush or are 20% more water efficient than conventional 1.6 gallon per flush toilets. The use of low flow toilets not exceeding 1.28 gallons per flush would result in water savings.

Low Flow Lavatory & Kitchen Faucets

Per the City of Roseville, the Energy Policy Act of 1992 provides standards for water efficiency plumbing. This water standard represents the baseline water usage of lavatory and kitchen faucets at 2.2 gallons per minute. Today, water efficient lavatory and kitchen faucets can be provided with usages of less than 1.5 gallons per minute. The flow rate of these faucets is typically 32% less than the baseline flow rate.

The typical residential water use for lavatory and kitchen faucet represents 10% of the typical residential water use. This Plan assumes water savings of utilizing faucets that produce 1.5 gallons per minute flow rates as saving 10% in faucet demand. Although the flow rate is nearly a third less than the baseline flow rate, some water user demand will be based on total volume needs. For example, a user would fill a pot for boiling water or water glass full regardless of flow rate.

DIAGRAM #1: Front Yard Irrigation Turf / Planting Area

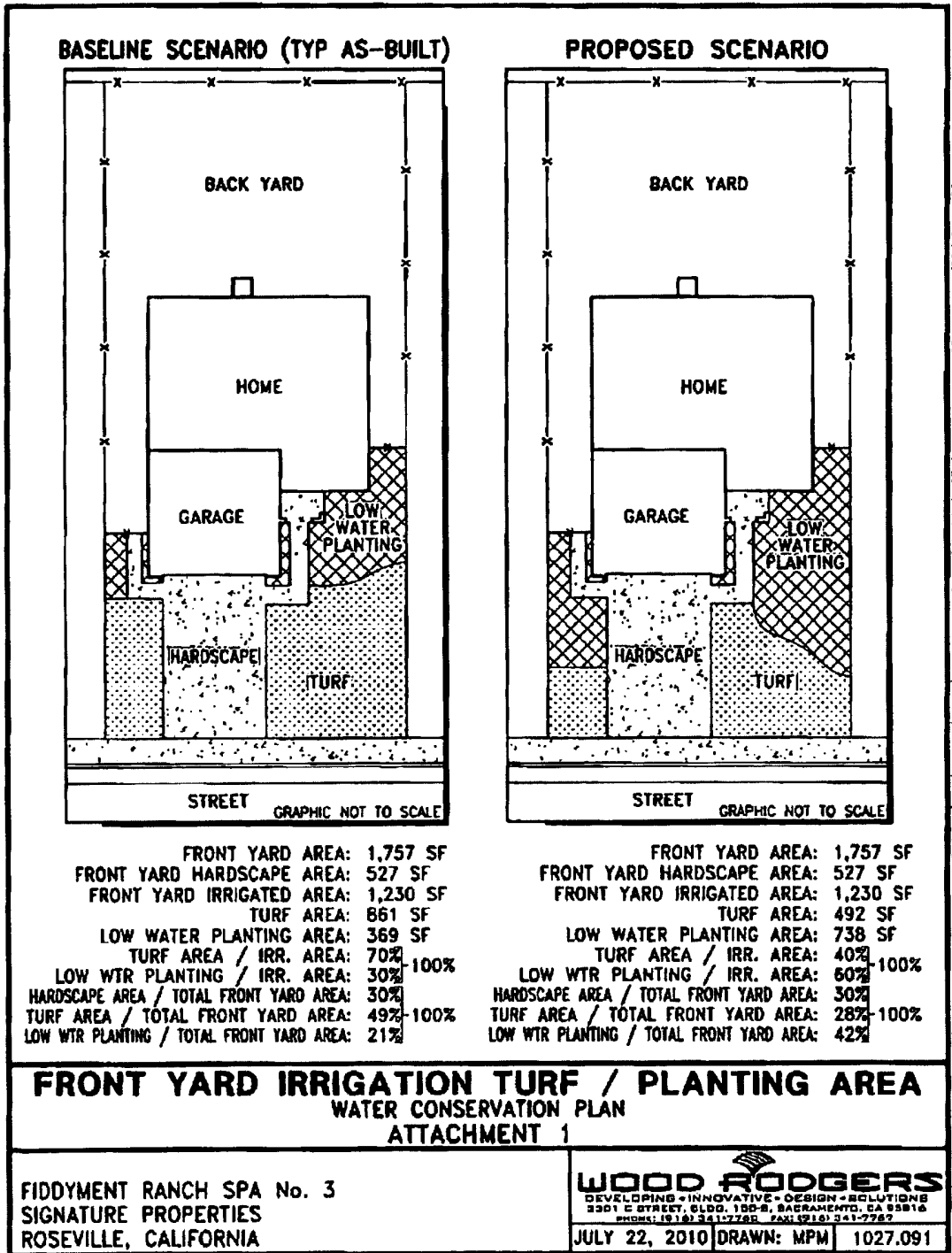


Exhibit H: Water Facilities

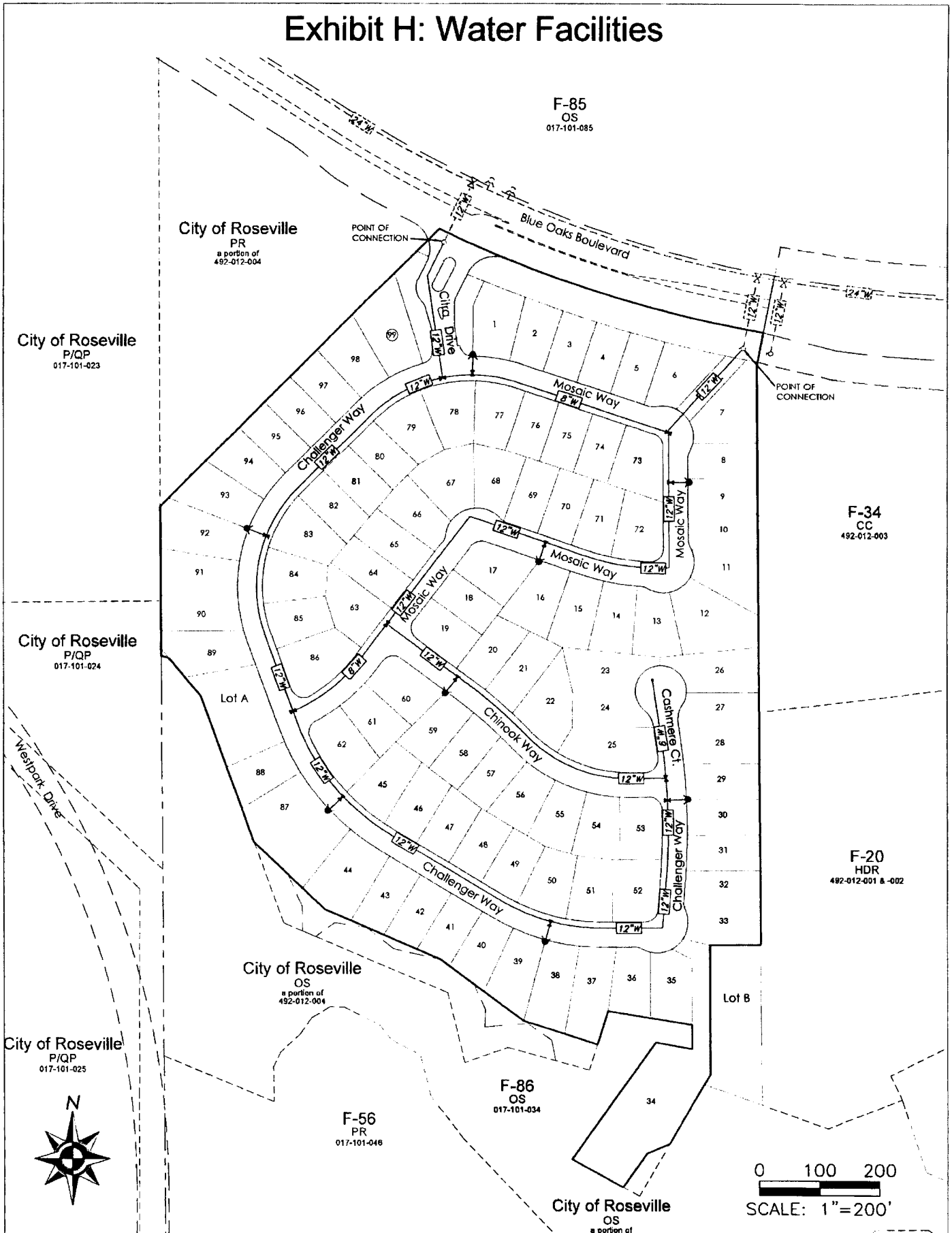


Exhibit I: Recycled Water Facilities

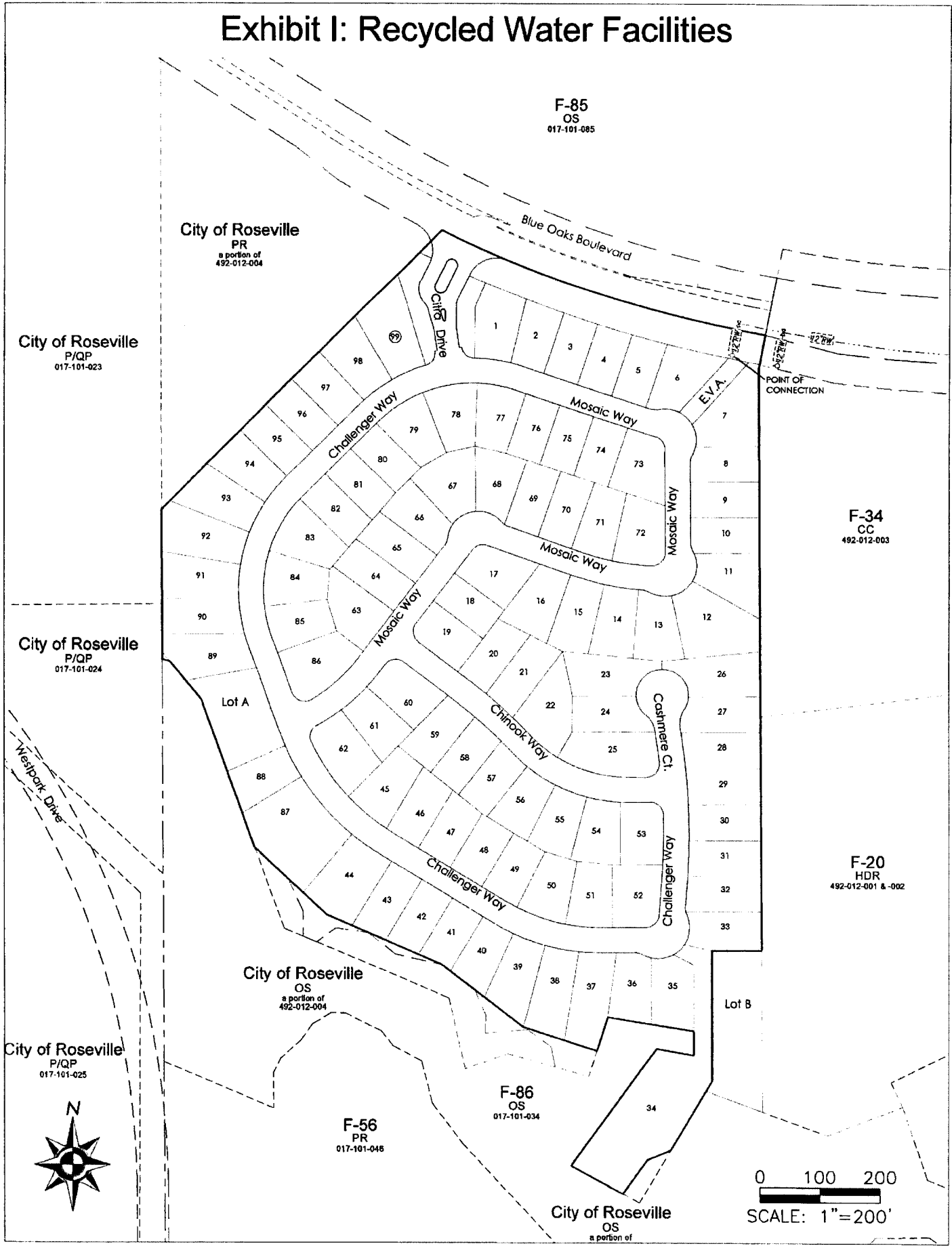


Exhibit J: Drainage Facilities

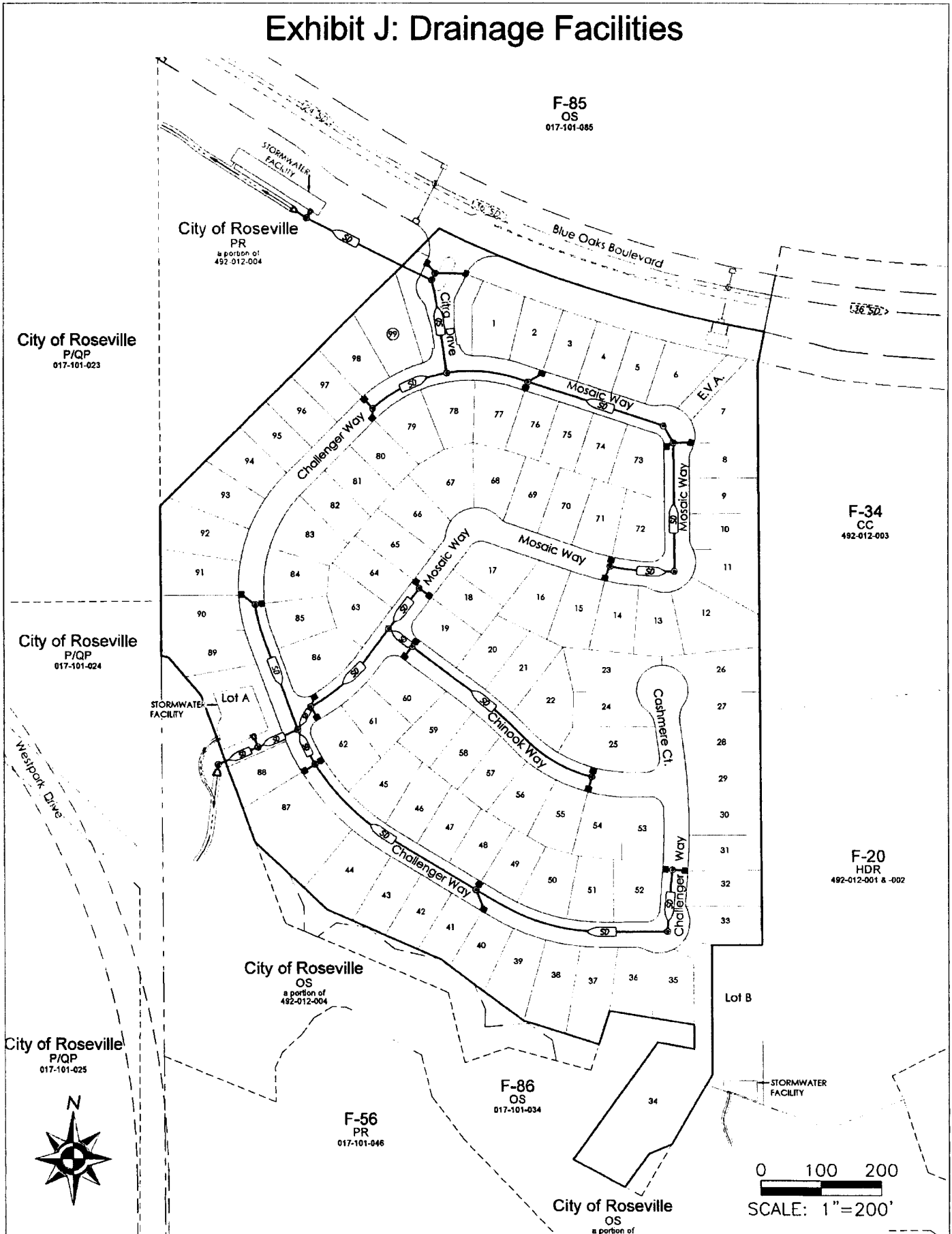
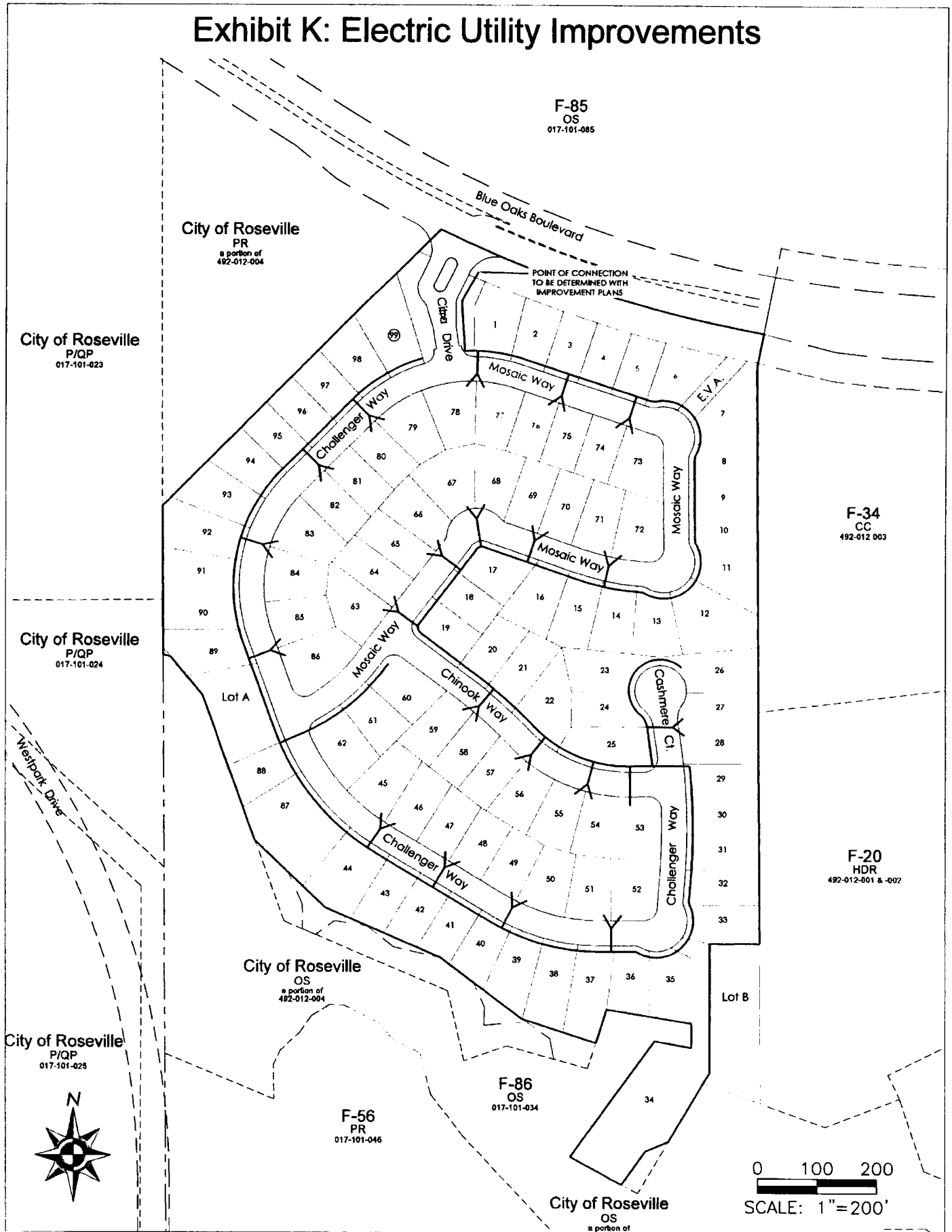


Exhibit K: Electric Utility Improvements



**EXHIBIT L
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT**

WHEN RECORDED, RETURN TO:

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

Exempt from recording fees
Pursuant to Govt. Code 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT
[WEST ROSEVILLE, LLC]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ___ day of _____, 20___, by and between _____, a _____ (hereinafter "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2020, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and West Roseville, LLC (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner 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 _____, 2020 [Instrument No. _____].

B. Landowner intends to convey the Subject Property to Assignee, commonly referred to as Parcel F-55a, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference, as defined in the Development Agreement.

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

ASSIGNMENT AND ASSUMPTION

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

1. Landowner hereby assigns, effective as of Landowner conveyance of the Subject Property to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Subject Property.

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

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

4. The Notice Address described in Article 11 of the Development Agreement for the Landowner with respect to the Subject Property 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.

LANDOWNER:

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

By: _____
Print Name: _____
Title: _____

ORDINANCE NO. 6221

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND WEST ROSEVILLE LLC RELATIVE TO THE WEST ROSEVILLE
SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. 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 by and between the City of Roseville and West Roseville LLC, pertaining to the property located on Parcel F-55a within the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council considered the Addendum to the West Roseville Specific Plan Environmental Impact Report (EIR) and Fiddymont Ranch Amendment 3 Subsequent EIR pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

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

1. The Development Agreement is consistent with the objectives, policies, programs and land use designations of 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;
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 provisions of the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Development Agreement, by and between the City of Roseville and West Roseville LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.


SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of May, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

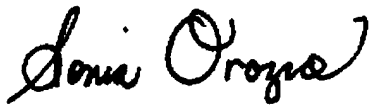
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

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

ATTEST: _____
City Clerk of the City of Roseville, California


DEPUTY CLERK