

**RECORD AND WHEN RECORDED
RETURN TO:**

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

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
1600 PLACER INVESTORS, LP
RELATIVE TO THE
WEST ROSEVILLE SPECIFIC PLAN**

February 18, 2004

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE,
1600 PLACER INVESTORS, LP
RELATIVE TO THE
WEST ROSEVILLE SPECIFIC PLAN**

This Development Agreement is entered into this 29th day of March, 2004, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and 1600 PLACER INVESTORS, LP, a California limited partnership ("Developer") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

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

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 1,484 acres as described in **Exhibit "A"** and shown on **Exhibit "B"** (hereinafter the "Property"), attached hereto which constitutes a portion of the larger area comprising 3,162 acres commonly referred to the West Roseville Specific Plan area ("Specific Plan", "WRSP" or "Plan Area"). Developer owns the property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

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

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

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

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

1. The Roseville General Plan, as amended by Resolution No. 04-39;
2. The West Roseville Specific Plan and Design Guidelines, as adopted on February 4, 2004, by Resolution No. 04-40;
3. The Rezoning of the Property pursuant to Ordinance No. 4046 dated February 23, 2004;
4. This Development Agreement, as adopted by Ordinance No. 4049 (the "Adopting Ordinance").

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

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

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

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

J. Contribution to Costs of Facilities and Services. Developer agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City of the development of the Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Developer may proceed with and complete development of the Property in accordance with the terms of this Agreement. The Developer will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, recreational amenities, a Village Center and other services and amenities that are of benefit to the entire City. City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Developer would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Developer's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

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

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

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

1.2 Property Description and Binding Covenants. The Property is that property described in **Exhibits "A" and "B."** Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.5 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Developer" shall mean and refer to Placer 1600 Associates and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

1.3 Term.

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

If the annexation of the Property does not occur by December 31, 2004, then either party may, at any time elect to terminate this Agreement by giving written notice of such termination to the other party, in which case the rights and obligations of the parties hereunder shall terminate and be of no further force or effect, and the parties shall cooperate to record such documents as are reasonably required to remove the Agreement from record title to the Property. Notwithstanding any of the foregoing, only those parties in title may terminate the Agreement. As set forth in the Recitals above, the City's agreement to approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in

consideration of Developer's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Developer acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

Upon the annexation of the Property, the term of this Agreement shall extend for a period of twenty (20) years after the date of such annexation, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.3.3 Termination Upon Developer Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family or non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within the Maintenance CFD required by Section 3.20, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.6.1.1, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County

Recorder against the applicable parcel at Developer's expense. Termination of this Agreement for any such 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, other than Fiddyment, and Developer is unable to proceed with the Project due to such litigation, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such litigation.

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

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

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

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

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

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

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

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

Low Density Residential

2,075 units on 517.3 Net Acres;

Low Density Residential (age-restricted)	710 units on 146.9 Net Acres;
Medium Density Residential	325 units on 42.5 Net Acres;
High Density Residential	325 units on 17.0 Net Acres;
Community Commercial	4.0 Net Acres;
General Industrial	34.3 Net Acres;
Light Industrial	74.2 Net Acres;
Business Professional	10.5 Net Acres;
Park	42.3 Net Acres;
Open Space	349.4 Net Acres;
Open Space (paseo)	8.4 Net Acres;
Schools	37.8 Net Acres;
Treatment Plant Expansion	20.1 Net Acres;
Water Tank Site	5.1 Net Acres;
Well Sites	2.0 Net Acres.
Other Public (right of way)	52.2 Net Acres.

Village Center

High Density Residential	405 units on 22.4 Net Acres;
Medium Density Residential	380 units on 46.1 Net Acres;
Community Commercial	40 units and 14.4 Net Acres;
Park	13.6 Net Acres
Church	10.9 Net Acres
Other Public (right of way)	13.3 Net Acres

Such uses shall be developed in accordance with the Entitlements, as such entitlements provide on the effective date of this Agreement. Developer's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement.

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

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of

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

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

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

2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Developer 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 Developer hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Developer and specific obligations to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Developer's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of

any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the effective date of this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Developer'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 Developer'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. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 426 units affordable to very low, low and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the approval of the Economic and Community Services Director.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 51% to 80% of median income, and "middle income" means households earning 81% to 100% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

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

2.6.1 Affordable Purchase Residential Units. Developer agrees that 85 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
Parcel W-16	150	42
Parcel W-19	155	43
TOTAL		85

Such units shall be distributed throughout each such Parcel.

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

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

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

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

2.6.1.4 Transfer of Obligation. At the request of Developer, the affordable purchase housing obligation (or any portion thereof) may be transferred, with the consent of the City Council, to another parcel (the "Transferee Parcel") within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation 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 either rental or purchase housing affordable to moderate, low or very low income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.

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

2.6.2 Multi Family Affordable Rental Units

2.6.2.1 Affordable Obligation. Developer agrees that 341 affordable rental units will be reserved within the Property, including 170 units for rental to very low income households and 171 units for rental to low income households as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25	240	144	72	72
Parcel W-28	175	47	23	24
Parcel W-29 (senior)	150	150	75	75
Totals		341	170	171

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

2.6.2.3 Compensation by City. City shall compensate Developer or its successors for one-half (1/2) of the net present value (discounted at the City's then current investment rate) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Developer and City. Within (60) days after Developer or a successor applies for design review permit, City shall specify the range of incomes to be served at time of occupancy and identify or provide funding for subsidies. If City cannot provide the necessary funding, City may identify within said sixty (60) day period a source of funding for subsidies for the affordable units applicable to such parcel. Developer shall join City in an application prepared for Federal, State, local or private funding for such identified

subsidies and Developer shall use its best efforts to cooperate with City to obtain approval thereof. City and Developer agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Developer or the subject Parcel. If subsidies are not identified by the City within said sixty (60) day period, or if identified, if such subsidies are not made available within nine (9) months following application for the design review permit, then the requirement to provide the very low and/or low income affordable units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding within the foregoing time periods.

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

To the extent that public funds or subsidies are provided to the development of affordable dwelling units, Developer shall provide written notice to the builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage. City acknowledges that any prevailing wage requirement is likely to increase construction costs and will work with Developer in good faith to determine an appropriate subsidy.

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

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

2.6.4 Masonry Wall Installation. Developer, at its expense shall install a six-foot (6') masonry wall along the southern edge of Parcel W -29 at such time that Landowner develops the single-family parcel (W-15) or business professional parcel

(W-63) adjacent and contiguous to Parcel W-29, if the development of said lots occurs prior to the development of Parcel W-29.

2.7 Wetlands.

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

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

2.7.2 Maintenance by Developer. Developer, and/or its successors, shall be solely responsible for satisfying all monitoring, reporting and, at the expense of the Maintenance CFD, maintenance, requirements under the 404 Permit during the remaining and any extended monitoring period, as determined by the Corps, for the Preserve Area. Furthermore, during said monitoring period, Developer shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit, which arise out of or relate to any failure of Developer to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Open Space Preserve will be subject to the provisions of the 404 Permit and Operations & Management Plan. Developer acknowledges responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement.

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

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

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

2.8 Provision of Real Property Interests by City. In any instance where Developer is required to construct any public improvement on land not owned by Developer, Developer shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event Developer is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by Developer and upon Developer's provision of adequate security for costs City may reasonably incur, City shall negotiate for purchase of the necessary real property interests to allow Developer to construct the

public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, use its power of eminent domain to acquire such required real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. This Section is not intended by the parties to impose upon the Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority.

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

ARTICLE 3. DEVELOPER OBLIGATIONS

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

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

3.3 Project Phasing. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases consistent with the Phasing Plan set forth in the Specific Plan and in **Exhibits "E" and "HH"** attached hereto. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Community Development Director, in consultation with all affected City departments building permits for subsequent phases may be issued so long as all

improvements required in earlier phases are substantially complete and the infrastructure within of the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Developer agrees to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and powerline corridors shall be as shown in the Specific Plan.

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

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

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

3.5.1 Developer's Obligations. Developer obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and full asphalt pavement section. For arterial roadways, Developer's obligation for roadway frontage improvements shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, utilities, street lights, signal interconnect, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer, all grading, drainage laterals and inlets, and cross

culverts (collectively "Frontage Improvements"). The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's frontage. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

Installation of landscaping and median curbing shall occur concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may occur concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.7 of this Agreement.

In the event that Developer is required by City to construct the center lanes of roadways that are otherwise included in the City's Road Capital Improvement Program ("Road CIP"), Developer shall be entitled to either a credit against future traffic fees or reimbursement for the cost of such center lane construction.

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

The phasing and improvements required for each arterial are shown on **Exhibit "G"** and described in the Phasing Plan, **Exhibits "E" and "HH"**.

3.5.2.1 Pleasant Grove Boulevard through Village Center. In Phase 2, Developer shall construct Pleasant Grove Boulevard through the Village Center consistent with the street sections and standards illustrated and described in the Specific Plan and consistent with the timing outlined in the Phasing Plan.

3.5.3 Collector Streets. To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in **Exhibit "H"** located within the Property. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore; in particular, based on

the final design for such collectors and the final lot subdivisions for the Property. Except as provided in Section 3.5.3.1 of this Agreement. Developer shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/or construction of collector roadways.

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

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

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

3.5.3.2 Village Green Drive - Village Center. Concurrent with the development of adjacent development, Developer shall construct Village Green Drive through the Village Center consistent with the street sections and standards illustrated and described in the Specific Plan and consistent with the timing outlined in the Phasing Plan.

3.5.4 Timing of Dedication and Construction of Road Improvements.

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

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City,

either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets, including those within the Village Center.

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

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

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

3.5.6.2 Installation of Roundabout Landscaping. Developer shall construct and install landscaping within roundabouts located in the residential portions (Parcels W-21, W-24, W-22, W-25) of the Village Center at the time of construction on the large lot parcel(s) within which the roundabouts are located.

3.5.6.3 Sidewalk and Diagonal Parking in Village Center. The sidewalk and diagonal parking located within the commercial parcels (W-32 and W-33) of the Village Center will be privately owned and maintained. Separated sidewalks shall be designed and constructed as required by the Specific Plan.

3.5.7 Traffic Signals. Developer shall be responsible for the construction of traffic signals as shown on **Exhibit "K"** and described in the Phasing Plan. Developer shall be entitled to credits toward the City's traffic mitigation fee for the

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

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

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

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

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

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

Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA FEE") in the amounts and at the times specified by the SPRTA Fee program. If Developer pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.

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

3.5.11 Bridge. Developer shall construct the off-site bridge as shown on **Exhibit "L"** and the Phasing Plan, attached hereto. Upon completion of construction of the Pleasant Grove Boulevard bridge and associated off-site roadway improvements, City will provide to Developer a credit for 100% against future fees collected within the Plan.

3.5.12 Age Restricted Units - Traffic Fees. For any portion of the Project developed for and limited as an age-restricted community, the Traffic Mitigation Fee for such portion shall reflect the lower traffic generation rates attributable to such age restricted communities.

3.5.13 Access to Existing Residences within the MOU Area. Together with Fiddymont, Developer shall maintain accesses to existing residences within the MOU area as shown in **Exhibit "M"**. All accesses shall be maintained during construction.

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

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

3.5.16 Transit Master Plan Funding. Developer shall pay, as its fair share on a city-wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bikeway Master Plan Update, the amounts of \$6,721, \$5,761, and \$4,801, respectively, prior to the recordation of the first Large Lot Tentative Subdivision Map.

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

3.5.18 Park and Ride Lots. Twenty-five (25) and twenty (20) park and ride spaces shall be provided on Parcels W-60 and W-63, respectively as shown in **Exhibit "N"**. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by City's Zoning Code. If constructed by Developer, Developer shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm.

3.5.19 Pleasant Grove At-Grade Crossing in Village Center. In Phase 2, Developer shall construct an enhanced at-grade pedestrian crossing of Pleasant Grove Boulevard within the Village Center. Construction of the at-grade crossing shall be consistent with the design of the crossing described and depicted in the Phasing Plan, Specific Plan and Design Guidelines.

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

3.5.21 Sun City Traffic Improvements. In the event that City's Public Works Director determines that the traffic volume on Del Webb Boulevard has become

worse than level of service (LOS) B, then City will meet with the Sun City Homeowners Association to discuss potential operational improvements for use in the event that the traffic volume degrades to worse than LOS C. Payment of the sum required under Section 3.25 shall satisfy any and all obligations of Developer under this Section.

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

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

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

Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to sewer improvements that are not located within roadways. A maintenance road shall be provided by Developer under the Blue Oaks bridge and along the south side of Pleasant Grove Creek to accommodate Wastewater Treatment Plant service vehicles.

3.6.2 Improvement Standards. All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and

shall be subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.

3.6.3 Access to Manholes. All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Developer shall maintain access for City sewer maintenance vehicles to all existing manholes in the Specific Plan. Where feasible, maintenance roads shall be combined with bikeways.

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

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

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

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

3.6.7 Dedication of Treatment Plant Expansion Site. Prior to the issuance of the first residential building permit on the Property, Developer shall dedicate to City a site of fifteen (15) acres (a portion of W-71) for City's use in expanding the Pleasant Grove Wastewater Treatment Plant as shown on **Exhibit "S"**. In consideration for such dedication by Developer, and subject to future CEQA review by City if required, City shall allow Developer at no cost the right to construct recycled water tanks, off-site Phillip Road and off-site Blue Oaks Boulevard improvements on City property, as required for the Project and as shown on **Exhibit "T"**. If additional property in excess of the 15 acres is necessary for said improvements, Developer shall pay to City the then current fair market value for the additional property.

3.7 Water Supply.

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

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

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

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

3.7.4 Reserved.

3.7.5 Groundwater Wells. Developer shall dedicate to City Parcels W-76 and W-77 in Phase 4 and shall construct two (2) groundwater wells at the approximate location shown on **Exhibit "U"** and prepare the wells according to industry standard, subject to approval by the Environmental Utilities Director. Exact locations of the wells and well sites and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The wells shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, each well shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the wells upon the earlier of the need for each well to provide water service to the Project, or prior to adjacent residential construction and concurrent with construction of adjacent roadways. The City shall be responsible for the construction of the above-ground portions of the well facilities (site improvements and pumping facilities).

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

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

3.8 Water System Improvements.

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

3.8.2 On-site Water Facilities. Developer shall construct on-site water system facilities as shown on **Exhibit "V"** and further described in the Phasing Plan. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards and subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Developer will not be responsible for the construction of potable water reservoirs and pump station except through the payment of City water connection fee and special benefit fees as may be applicable or otherwise described herein.

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

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

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

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

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

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

3.8.8 Disclosure to Buyers. Developer shall disclose to all residential and non-residential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water

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

3.8.9 Water Tank Site. Developer shall dedicate to City a 5.1-acre site (W-74) for use primarily as a water tank site at the location in the Specific Plan and shown in **Exhibit "V"**. A portion of the site will be reserved for use in accordance with Section 3.14.8. The timing for such dedication shall be prior to issuance of the first residential building permit within the Project. Prior to acceptance of the water tank site by the City, Developer shall rough grade and construct public services to the site, including electric, water and sewer stub outs and fencing of the solid waste recycling facilities.

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

3.9 Recycled Water Facilities. Developer shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in **Exhibit "X"**, attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. Developer shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in **Exhibit "X"**. The timing for construction of such facilities is set forth in **Exhibit "II."**

Developer has the right to construct recycled water tanks, off-site Phillip Road and off-site Blue Oaks Boulevard on City property as required for the Project and as shown on **Exhibit "T."** If additional property in excess of the 5 acres is necessary for said improvements, Developer shall pay to City the then current fair market value for the additional property.

All recycled water system facilities including storage tank, pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

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

3.9.2 Oversizing of Recycled Water Facilities - Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.5 and Section 4.2 of this Agreement are shown in **Exhibit "Y"** and listed in **Exhibit "II"**.

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

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

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

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

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

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

3.10.2 Storm Drains. Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and with the City's then current improvement standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Developer may use "cast in place" pipe for storm drains which are 24" in diameter or larger. Storm drainage system designs shall include applicable Best Management Practices with the goal of reducing pollutants from entering receiving waters in accordance with the City's Stormwater Management Program.

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

3.10.4 Drainage Easements. Where drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road

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

3.10.5 Detention Basins. Developer shall construct and dedicate to City the detention basins within the Property, located as shown in the Specific Plan and **Exhibit "BB"**. The timing for the construction and dedication of such basins shall be as described in the Phasing Plan. The detention basins may be relocated, upon approval by the City, should other acceptable sites be identified.

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

3.11.1 Electric Facilities. Concurrently with the construction of the adjacent roadways, Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of on-site 12kv electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Final on-site electric utility improvements including streetlights, will be designed upon receipt of approval and adopted improvement plans for the applicable Specific Plan roadways.

3.11.2 60kV Facilities. Certain off-site easements are necessary to permit construction and installation of the 60kV facilities required for the WRSP in the location recommended by the Electric Utility Director, as shown on **Exhibit "CC"**. If City obtains such easements and all necessary permits prior to construction of Phase 1 infrastructure, City will construct the 60kV overhead line facilities in the recommended location at City's expense. In the event that City does not acquire such easements and all necessary permits in a timely manner for City's construction of the 60kV facilities in the recommended location, City will construct and install temporary 60kV facilities overhead, at City's expense, in an alternate route along Pleasant Grove Boulevard through the Village Center portion of the WRSP as shown on **Exhibit "CC"**. Prior to commencement of Phase 2, the 60kV facilities shall be redesigned and relocated off-site to the recommended location at Developer's expense or, if necessary easements and permits have not been obtained, shall be temporarily relocated underground through the Village Center at Developer's expense. Ultimately, the 60kV lines will be relocated off-site, in the recommended location.

Developer shall have the right to obtain reimbursement from the owners of the off-site property for its actual costs to underground the 60kV lines through the Village Center or to relocate the 60kV lines off-site

3.11.3 60kV Disclosure. Developer shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 60 kV easement areas shown on **Exhibit "CC"** that the City may utilize the public utility easements along the west side of Fiddymont Road, north and south side of Blue Oaks Boulevard, and the east side of West Side Drive and south side of Pleasant Grove Boulevard to construct 60kV overhead electric lines.

3.11.4 Streetlights. Concurrent with the construction of the adjacent roadways, Developer agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be opened to the public unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Developer agrees that the street lights within the Property shall be installed consistent with the city-approved roadway lighting standards to include decorative street lights approved by the City and as shown in the WRSP Design Guidelines.

3.11.5 Electrical Efficiency. In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined the State of California in Title 24 of the Code of California Regulations, and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units of 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II specifications. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested.

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

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

3.12 Parks and Open Space. Developer shall dedicate to City certain active park land (55.9 acres) and open space lands (357.8 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in **Exhibit "DD"**.

3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 55.9 acres of parkland, 8.4 acres open space paseo and 349.4 acres of open space. The following six (6) park parcels, five (5) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in **Exhibit "DD"**:

1. A 14.1-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50;
2. A 12.1-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51;
3. A 7.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52;
4. A 9.6-acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53;
5. A 4.0-acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54;
6. A 8.2-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55;
7. A 0.9-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-84;
8. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-85;
9. A 2.6-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-87;
10. A 1.5-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-88;
11. A 2.3-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-89.

12. A 267.0 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel W-81;
13. A 5.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-82; and
14. A 77.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-83.

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

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

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

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

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

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

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Developer shall construct the frontage improvements (excluding landscaping and sidewalks) and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Parks Financing Plan. Developer shall not be entitled to any reimbursement for the cost of such frontage improvements, including without limitation, any reimbursement pursuant to Section 3.12.2 above.

3.12.4 City-Wide Park Fee. Upon the issuance of each residential building permit within the Project, Developer shall pay a City-Wide park fee to fund the construction of City-Wide park facilities within the Property. Such City-Wide park fee shall be \$1,776 per single-family residential unit; \$1,776 per Low Density Active Adult (i.e., Age-Restricted) unit; and \$1,776 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. City-wide park fees paid by Developer shall be applied to the construction of improvements to Parcels F-54, F-55 and F-56 owned by Fiddymet.

3.12.4.1 City-Wide Park Frontage Improvements. Frontage improvements for city-wide parks shall be included in the fee established by the City for city-wide parks. The cost of this work has been accounted for in the Parks Financing Plan.

3.12.5 Paseo Fee. Upon the issuance of each residential building permit within the Project, Developer shall pay a paseo fee to fund the construction of paseos within the Property. Such paseo fee shall be \$635 per single-family residential unit; \$450 per Low Density Active Adult (i.e., Age-Restricted) unit; and \$450 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.5.1 Paseo Facilities. Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer shall construct

paseos at time small lot subdivisions obligated to construct paseos are constructed as follows:

- a. Construction of Paseo W-84 shall be the obligation of residential Parcel W-9;
- b. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12;
- c. Construction of Paseo W-87 shall be the obligation of business professional Parcel W-63;
- d. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and
- e. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4.

Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer's right to reimbursement shall be limited to the amount of paseo fees actually collected.

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

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

3.12.7 Construction and Timing of Bikeway Improvements. Bikeways shall be constructed as shown on **Exhibit "FF"** and the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed

with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6.

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

3.12.9 Open Space Preserve Areas. Developer shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on **Exhibit "GG"** and consist of the following three parcels:

1. A 267.0 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of wetland habitat and open space, shown as Parcel W-81;
2. A 5.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of flood plain, bike trails, fire break maintenance, and wetland habitat and open space, shown as Parcel W-82; and
3. A 77.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails and preservation of flood plain, bike trails, fire break maintenance, and wetland habitat and open space, shown as Parcel W-83.

3.12.9.1 Conveyance of Open Space Preserve Areas. Upon the satisfaction by Developer of all conditions of the 404 Permit, any corresponding Operations and Management Plan ("O&M Plan") related thereto, and the expiration of any required monitoring/reporting period associated therewith and subject to the formation of the Maintenance CFD as described in Section 3.20 of this Agreement, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas shown in **Exhibit "GG"**.

3.12.9.2 Open Space Frontage Improvements. Within parcels designated Open Space (F-83 and F-89) Developer shall construct Frontage improvements including sidewalk but excluding landscaping. Within parcels designated for Open Space (W-81, W-82, W-83), Developer shall construct Frontage Improvements including sidewalk and landscaping as outlined in the Design Guidelines.

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

3.14 Miscellaneous Public Facilities and Services.

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

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

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

3.14.4 General Fund Contribution. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will produce a positive net fiscal impact on the City, Developer shall pay a General Fund Contribution

as follows. At the time of obtaining each residential building permit for the Project, Developer shall pay a General Fund Contribution of \$1,060 for each low density and medium density unit and \$700 for each high density unit.

3.14.5 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. Developer shall, for each such conveyance, provide to City, at Developer'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. Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: water tank and pump station site (W-74), recycled water tank site, recycling site (W-74), well sites (W-76 and W-77), park sites (W-50, W-51, W-52, W-53, W-54, W-55), and school sites (W-70, W-73, W-75), per City specifications and applicable sign permits.

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

3.14.8 Recycling Site. Developer shall dedicate a portion of Parcel W-74, 150 feet by 150 feet, to the City. Developer shall construct a recycling facility on the dedicated site for use by City residents. Layout and design of the recycling site shall be approved by City prior to construction. Improvements by Developer to the recycling site shall be limited to paving and fencing.

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

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

3.14.11 Construction Waste. Developer 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. Developer shall require that contractors and subcontractors submit records annually of waste diversion and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.

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

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

3.15 Reserved.

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

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

are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.18 Community Facilities District – Project Infrastructure.

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

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

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

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

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

3.19 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of

building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that all of the CFD Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's subdivision ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.

3.20 Community Facilities District - Maintenance

3.20.1 Formation.

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

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

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

3.20.2.1 Autumn leaf cleanup for collector and local streets;

3.20.2.2 Maintain neighborhood parks;

3.20.2.3 Maintain paseos, medians and landscape corridors along roadways within the Project and including the median on Fiddymment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymment Road to the eastern boundary of the Project;

3.20.2.4 Maintain bikeways located in Open Space Preserves outside of parks and paseos;

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

3.20.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

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

3.20.2.8 Maintain Village Center landscaping including roundabouts and landscape strips located within the public right-of-way;

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

3.20.2.10 Maintain flood control facilities including detention basins;

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

3.20.2.12 Maintain fire breaks within open space areas;

3.20.2.13 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and

3.20.2.14 Maintain bus shelters, bus stops and bus signs.

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

3.21 Community Facilities District – Services.

3.21.1 Formation.

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

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

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

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

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

3.22 Community Facilities District – Stormwater Management.

3.22.1 Formation.

3.22.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Stormwater Management CFD has been formed to include the Property (Stormwater Management CFD). Developer consents to and shall cooperate in such formation or other such financing mechanism for Stormwater Management purposes and consents hereby to the levy of such special taxes as are necessary to fund the obligations described in Section 3.22.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Stormwater Management CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the annual assessment shall be \$18 per dwelling unit.

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

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

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

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

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

1. Designation of Fiddymment Road, West Side Drive and Blue Oaks Boulevard as truck routes.
2. Designation of Phillip Road, Hayden Parkway (on Fiddymment Property), Bob Doyle Drive and Village Green Drive as temporary truck routes until Phillip Road and Blue Oaks Boulevard are connected.
3. The existence of a Development Agreement on the Property.
4. The Project will be served by surface water supplies and in emergency/drought conditions, may also be served by groundwater supplies.
5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
6. Requirement to implement water conservation measures.
7. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, along Blue Oaks Boulevard, on the east side of West Side Drive and south side of Pleasant Grove Boulevard.
8. 60kV overhead power line easement on W-60, W-61, W-62, W-83, W-15, W-87 and potentially on W-11, W-12, W-25, W-72, W-24 and W-8.
9. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park.
10. Requirement for fifty percent (50%) reduction in construction waste stream.
11. Location of the Pleasant Grove WWTP and associated facilities.
12. Location of the proposed Roseville Energy Park.
13. Location of Regional Soccer Complex.

14. Location of schools and parks within one mile.
15. Location of proposed off-leash dog park on Parcel W-53.
16. A 15-foot easement, in addition to residential setback requirements, for all Low Density Residential and Medium Density Residential lots adjacent to West Side Drive to achieve a 50-foot separation/buffer from back of curb on West Side Drive (a planned six-lane arterial).
17. A disclosure on parcel W-14 that a 77' by 100' open space parcel may, at the City's discretion, ultimately be used for road right of way to continue Pleasant Grove Boulevard to the west.
18. Parcels adjacent to Open Space may have a public bike trail adjacent to residential lots.
19. Potential for proposed Placer Parkway within WRSP boundaries.
20. Location of a retention basin on the Reason Farms property.
21. Location of well sites and water storage facilities.
22. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
23. Location of recycled water tank site and pump station facilities.
24. Location of solid waste recycling center.
25. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned not by the City but by the adjacent property owner, who is responsible for their maintenance, repair and replacement.

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

3.25 Sun City Homeowners Association Certification. Prior to issuance of the first building permit in the WRSP, Developer and Fiddymont shall deposit with City the sum of \$150,000 for use by the Sun City Homeowners Association (HOA) as hereafter provided. The purpose for the funds is to pay for specific improvement projects that may be requested by the HOA and which relate to Sun City and the development of the WRSP. Projects may include, but are not limited to, landscape improvements, sound

walls, or traffic improvements to Del Webb Boulevard. Any roadway improvements or traffic control devices proposed by the HOA would be subject to City's review, approval and determination that the proposed improvements are warranted, based on then current City and State of California standards, and that the proposed improvements would not cause or exacerbate safety issues.

ARTICLE 4. CITY OBLIGATIONS

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

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

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

4.2.2 Reimbursement by Third Parties. In the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized to benefit property owned by third persons, Developer shall be entitled to receive a reimbursement from the benefited property owner(s) (and not the City) for the pro rata cost of the improvements which exceed Developer's obligation. Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements. **Exhibit "II"** contains a listing of improvements

subject to reimbursement to Developer from benefited property owners for improvements that exceed Developer's obligations.

City shall use its best efforts, to the extent City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a *discretionary approval or other such entitlement from City for development of the benefited property* whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first small lot subdivision map serving the development by such third party.

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Developer by the City, to be reimbursed to Developer by a third party, or to be paid by Developer to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering, construction, environmental mitigation requirements and plan check and inspection fees as actually incurred by Developer or such third party and confirmed by City for the reimbursable or credited work.

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

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

4.2.6 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Developer that

accrues hereunder shall terminate twenty (20) years after the effective date of this Agreement.

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

4.3 Applications for Permits and Entitlements.

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

4.3.2 Maps and Permits. Provided that the Project CFD has been formed, if applicable, and is duly authorized to levy the special tax therefore in accordance with Section 3.18 hereof, and further provided that the Maintenance CFD, Services CFD and Stormwater Management CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with Sections 3.18-3.22 hereof, and further provided that Developer is not in default under this Agreement, City shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the formation of the Project CFD, if applicable, and the submission of petitions to form the Maintenance CFD, Services CFD and Stormwater Management CFD or annex the Property into the Maintenance CFD, Services CFD or Stormwater Management CFD, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the Parcels described by the Specific Plan for the Property.

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

off-site improvements for purposes of applying Section 66452.6 of the Government Code.

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

4.4 Village Center Incentives. City and Developer desire that the Village Center of the Project develop in a successful and timely fashion. To facilitate such successful and timely development, City agrees to the provisions contained in this Section 4.4.

4.4.1 Design review of commercial developments within the Village Center may be approved pursuant to administrative permit, provided that such development is consistent with the Development and Design Standards included in Chapter 10 of the Specific Plan.

4.4.2 City and Developer agree that Developer shall exercise its best efforts to implement the development of the Community Commercial parcels (W-32 and W-33) by a single master developer.

4.4.3 If and when the Community Commercial parcels are created, they shall be managed by a single property management company/district, which will be established by Developer before the individual Community Commercial sites are sold. The mechanism to be used for property management shall be established by City and Developer prior to the sale of the Community Commercial sites. Such a mechanism may include a Business Improvement District, Business Owners Association, or similar entity to conduct marketing, maintenance, and event coordination for the Village Center.

4.4.4 A commercial development may be eligible for deferral of certain City fees, except that no fees for parks (including neighborhood, citywide or regional parks, open space preserves, paseos or bike trails) may be deferred. Fee deferrals may be granted, according to existing City policy following recommendation of the Economic Development Advisory Committee and City Council approval. For purposes of this Agreement, the Village Center shall be a "target area" under City's Development Fee Deferral and Fee Financing Programs.

4.4.5 City shall, no later than the issuance of the 350th residential building permit in the Village Center, commence construction of and diligently complete

the improvements to the Village Green park site (Parcel W-54), provided that adequate funding is available.

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

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

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

4.8 Subsequent Proposed Development. City and Developer acknowledge that the terms of this Agreement provide for substantial financial commitments by Developer to ensure that the Project results in a net positive 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 Developer under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

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

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

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

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

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

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period

of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

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

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

Upon not less than thirty (30) days written notice by the City, Developer 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 Section 10, the City shall deposit in the mail to Developer 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. Developer 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) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Developer shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Periodic Confirmation of Water Supply. The City has determined, and Developer agrees, that the available water supply is sufficient to serve all phases of the

Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project, which was based upon the various technical studies completed in connection with the City's Feasibility Analysis and environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the city and the proposed land uses within the Project. The sources of water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies, conservation measures, a transfer of water from the San Juan Water District, and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the *underlying assumptions* and the continued availability of sufficient water to service all phases of the WRSP Project. On a yearly basis during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands of the Project and sources of water for the Project. If the City determines that the actual demand and sources differ materially from the assumptions and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure that the water supply will meet the Project's demands. Development and implementation of such measures shall be at Developer's cost. Notwithstanding any other provision of this Agreement, including but not limited to sections 2.2, 2.4.3 and 4.7, the City shall have the right to impose any restrictions needed to assure that the further development of the Project will be consistent with the then current assessment of the available water supply. City restrictions may include, but shall not be limited to, additional conservation measures, *water transfers*, *limitation on new tentative maps and permits* and such other measures as the City deems necessary to assure a secure water supply for the Project as planned.

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

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

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

5.7 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. 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

Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Developer agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Developer, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Developer shall be limited to its interest in the Property and that neither Developer nor any of its partners, officers, shareholders, employees or agents shall have any personal liability 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 Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

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

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

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

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

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

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

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this

Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 10. NOTICES

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

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

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

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

1600 Placer Investors, LP
2150 Douglas Blvd., Suite 110
Roseville, California 95661
Attention: John Murray

With a copy to:

Westpark Associates
100 Tunnel Road
Berkeley, California 94705
Attention: Bill Falik

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

ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

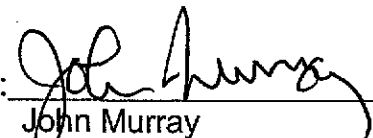
This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

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. 4049, adopted by the Council of the City of Roseville on the 23rd day of February, 2004.


CITY OF ROSEVILLE,
a municipal corporation

By: 
W. Craig Robinson
City Manager

1600 PLACER INVESTORS, LP
a California limited partnership
By: WESTPARK COMMUNITY
BUILDERS, LLC
Its: General Partner

By: 
John Murray
Its: Member

ATTEST:

By: 
Sonia Orozco
City Clerk

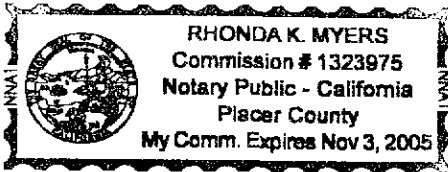
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On February 24, 2004, before me, Rhonda K. Myers,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared John Murray
Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.
Rhonda K. Myers
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

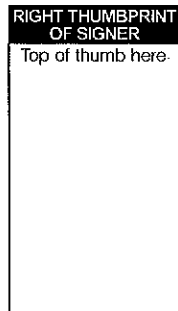
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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


Signer Is Representing: _____



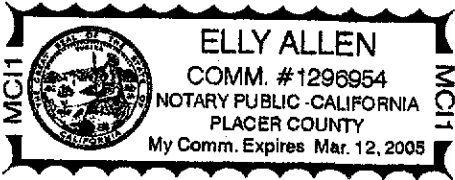
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

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

WITNESS my hand and official seal.



Notary Public in and for said State




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

Title or Type of Document: Development Agreement

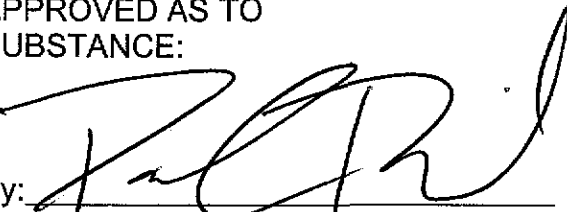
Date of Document: March 29, 2004

Acknowledgment – All Purpose

APPROVED AS TO FORM:

By: 
Mark J. Doane
City Attorney

APPROVED AS TO
SUBSTANCE:

By: 
Paul Richardson
Planning Director

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Land Use Plan
Exhibit D	Affordable Housing Sites
Exhibit E	Phasing Plan
Exhibit F	Road Improvements
Exhibit G	Arterial Roadways
Exhibit H	Collector Streets
Exhibit I	Phillip Road
Exhibit J	Temporary Truck Route Serving Treatment Plant
Exhibit K	Traffic Signals
Exhibit L	Bridge
Exhibit M	Access to Residences within MOU Area
Exhibit N	Park and Ride Lots
Exhibit O	Oversized Road Facilities for Reimbursements
Exhibit P	Sewer Facilities
Exhibit Q	Access to Pleasant Grove Wastewater Treatment Plant
Exhibit R	Oversized Wastewater Facilities for Reimbursement
Exhibit S	Treatment Plant Expansion Site
Exhibit T	City Exchange Property
Exhibit U	Location of Groundwater Wells
Exhibit V	Water Facilities
Exhibit W	Oversized Water Facilities for Reimbursement

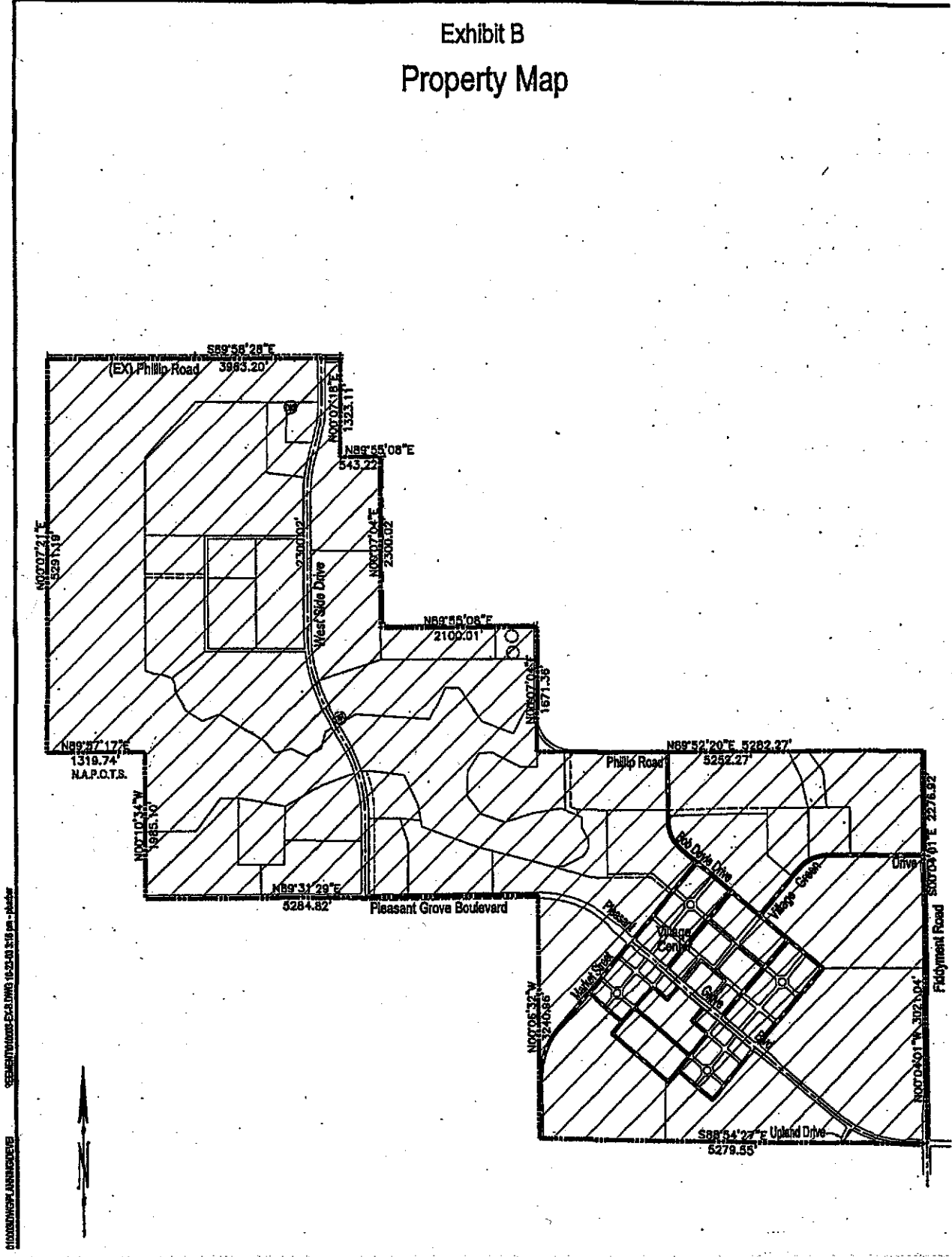
- Exhibit X Recycled Water Facilities
- Exhibit Y Oversized Recycled Water Facilities for Reimbursement
- Exhibit Z Drainage Facilities
- Exhibit AA 100 Year Floodplain – Post Development
- Exhibit BB Detention Basins
- Exhibit CC 60kV Easement Areas
- Exhibit DD Parks and Open Space
- Exhibit EE Parks Financing Plan
- Exhibit FF Bikeway Improvements
- Exhibit GG Open Space Preserve Areas
- Exhibit HH Community Facilities District Property
- Exhibit II Infrastructure Phasing and Reimbursement Schedule
- Exhibit JJ Reimbursable Planning & Environmental Costs
- Exhibit KK Sample Assignment and Assumption Agreement

West Roseville Specific Plan

Development Agreement Exhibits

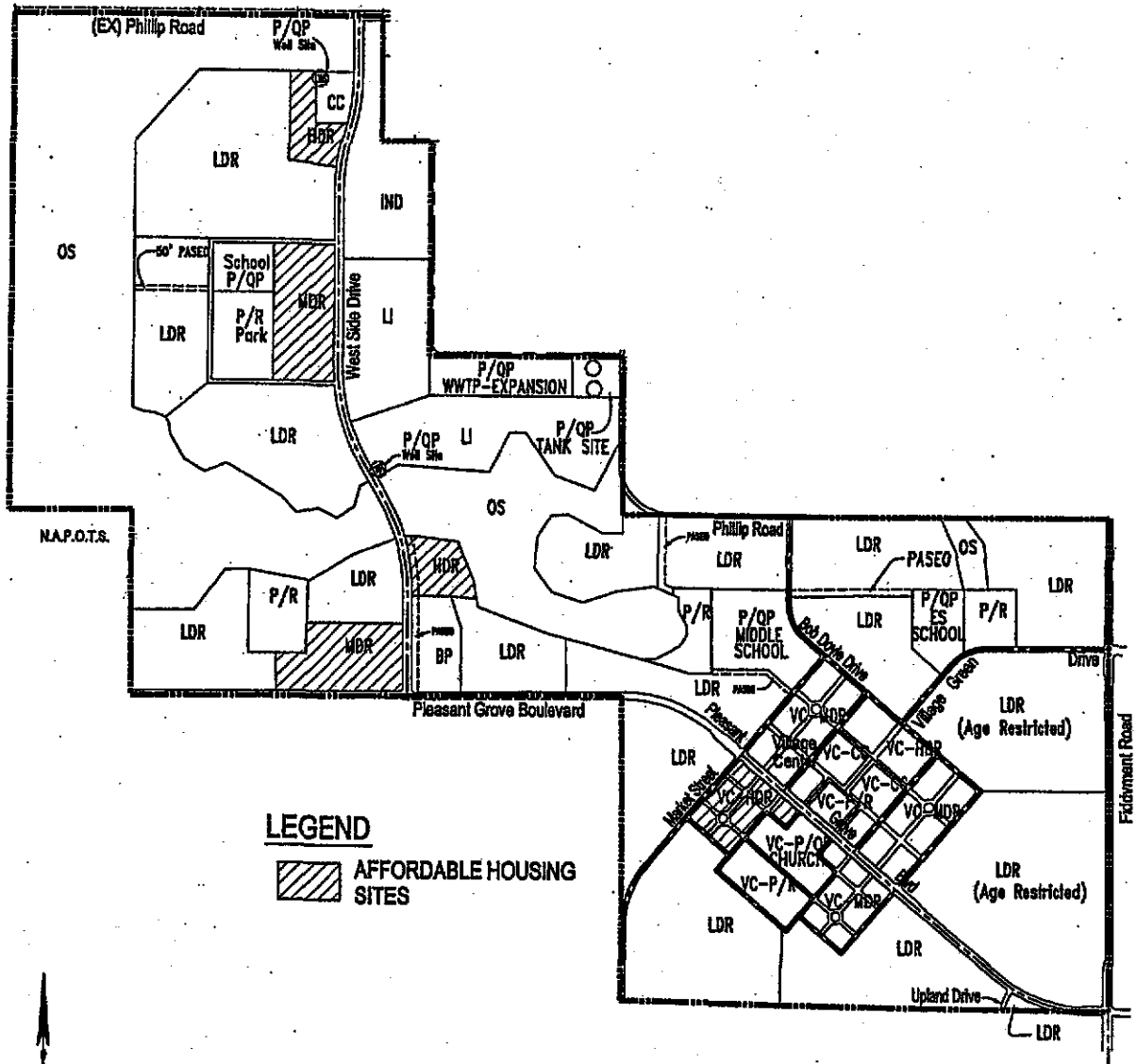
1600 Placer Investors
(Westpark)

Exhibit B
Property Map



CHANDLER ENGINEERING
SERIALIZED BY E.S. DWG 10-23-03 3:18 pm - phd

Exhibit D Affordable Housing Sites



LEGEND
 AFFORDABLE HOUSING SITES

REDEMPTION EXCHANGE 01-21-00 2:00 pm - 4:00 pm

West Roseville Specific Plan Infrastructure Phasing Plan

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

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

The following exhibits accompany the Infrastructure Phasing Plan:

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

The following general requirements apply to all phases:

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

Streets – Phase 1: Street Phasing Exhibit B

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

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

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

Sewer-Phase 1: Sewer Phasing Exhibit C

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

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

Recycled Water-Phase 1: Recycled Water Phasing Exhibit E

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

Dry Utilities-Phase 1

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

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

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

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

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

Sewer-Phase 2: Sewer Phasing Exhibit C

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

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

Recycled Water-Phase 2: Recycled Water Phasing Exhibit E

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

Storm Drainage-Phase 2: Storm Drain Phasing Exhibit F

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

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

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

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

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

Phase 3

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

Streets-Phase 3: Street Phasing Exhibit B

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

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

Sewer-Phase 3: Sewer Phasing Exhibit C

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

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

Storm Drainage-Phase 3: Storm Drain Phasing Exhibit F

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

Dry Utilities-Phase 3:

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

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

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

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

Phase 4:

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

Streets-Phase 4: Street Phasing Exhibit B

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

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

Storm Drainage-Phase 4: Storm Drain Phasing Exhibit F

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

Dry Utilities-Phase 4

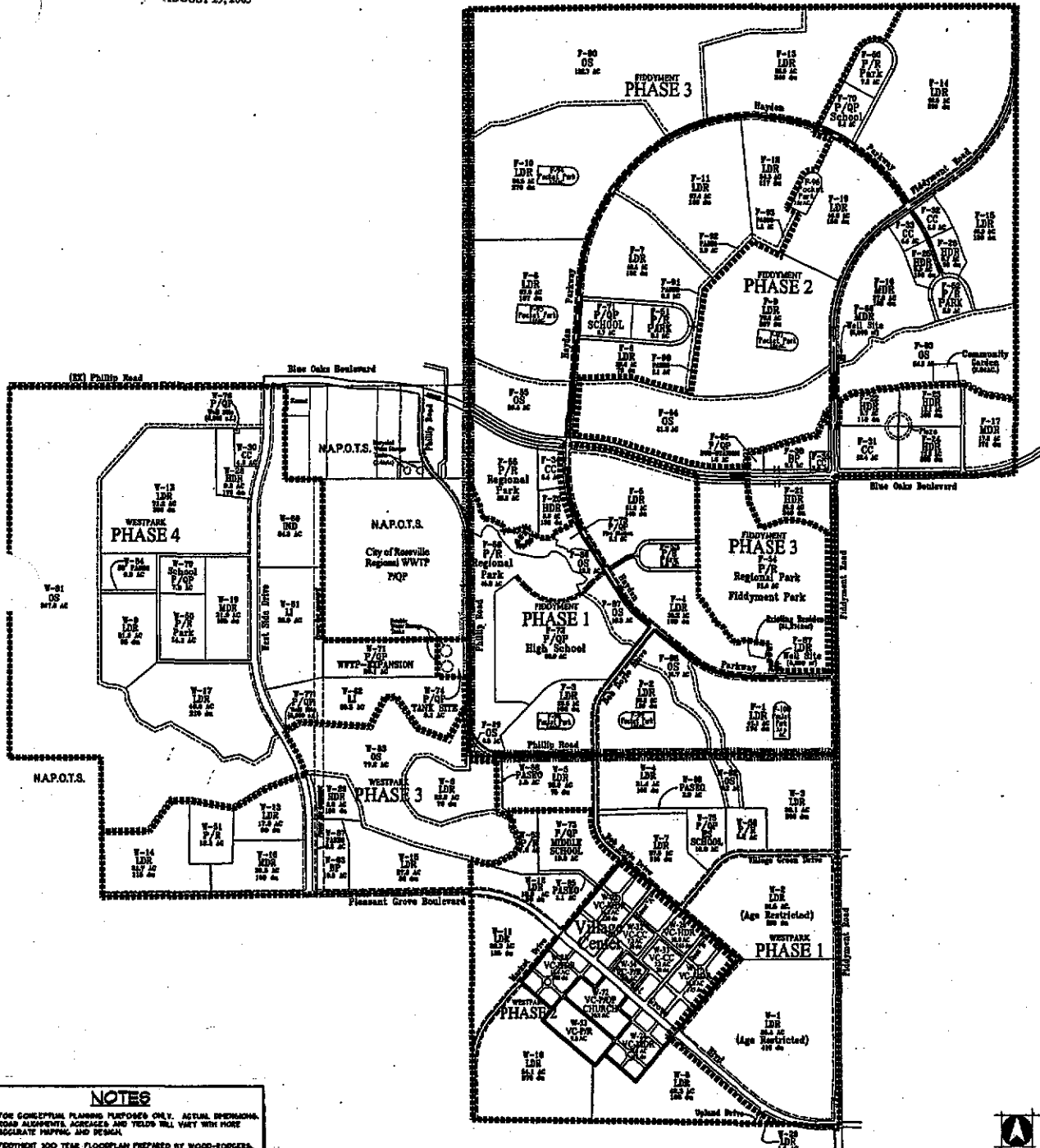
1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 4.
2. Construct Phase 4 distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phases including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

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

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

LAND USE PHASING EXHIBIT-A
**WEST ROSEVILLE SPECIFIC PLAN
 FIDDYMMENT RANCH & WESTPARK**

AUGUST 29, 2003



- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL SPREADINGS, ROAD ALIGNMENTS, ACRESAGES AND YIELDS WILL VARY WITH MORE ACCURATE PEPPING AND DESIGN.
 2. FOOTPRINT 300 YEAR FLOORPLAN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
 3. EXISTING TREES, GREEN CENTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE, FROM AERIAL PHOTO FLORA NOVEMBER 1998.
 4. EXISTING WATERS OF THE U.S. JURISDICTION, DELINEATION INFORMATION PROVIDED BY USGS & SACRAMENTO NOVEMBER 1998. FROM AERIAL PHOTO FLORA APRIL 1998.
 5. PRELIMINARY WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLLO ENGINEERS WITH FIDELITY OF CITY OF ROSEVILLE ON JANUARY 6, 1999 AND IS SUBJECT TO CHANGE.



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

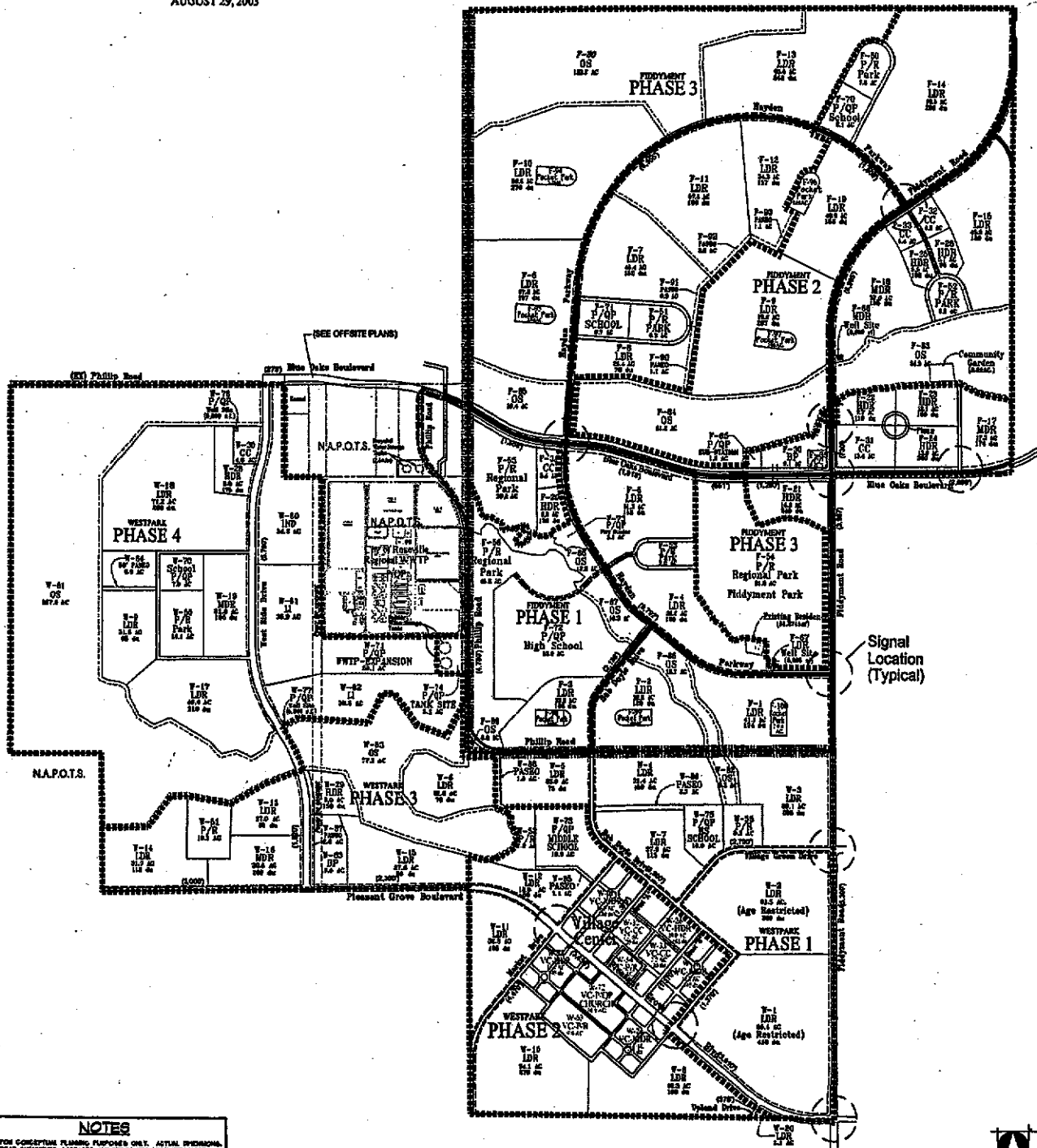
WOOD-RODGERS
 ENGINEERING - MAPPING - PLANNING - SURVEYING
 3301 G St., Bldg. 100-S Tel 916.241.7760
 Sacramento, CA 95816 Fax 916.241.7767

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STREET PHASING EXHIBIT-B
 WEST ROSEVILLE SPECIFIC PLAN
 FIDDYMMENT RANCH & WESTPARK

AUGUST 29, 2003



- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ADVERTISEMENTS AND YIELDS WILL VARY WITH FUTURE REGULATORY CHANGES AND DESIGN.
 2. FIDDYMMENT 100-YEAR FLOODPLAIN PREPARED BY WOODRODGERS, CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA BY 6/30/04.
 3. SHADING FROM DATA CONTAINING ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOWN NOVEMBER 1994.
 4. SHADING MATTERS OF THE U.S. SURFACE-WATER ELEVATION INFORMATION PROVIDED BY LANDSAT + LOCALS, NOVEMBER 1994, FROM AERIAL PHOTO FLOWN APRIL 1990.
 5. FIDDYMMENT WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLLO ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 6, 2003 AND IS SUBJECT TO CHANGE.

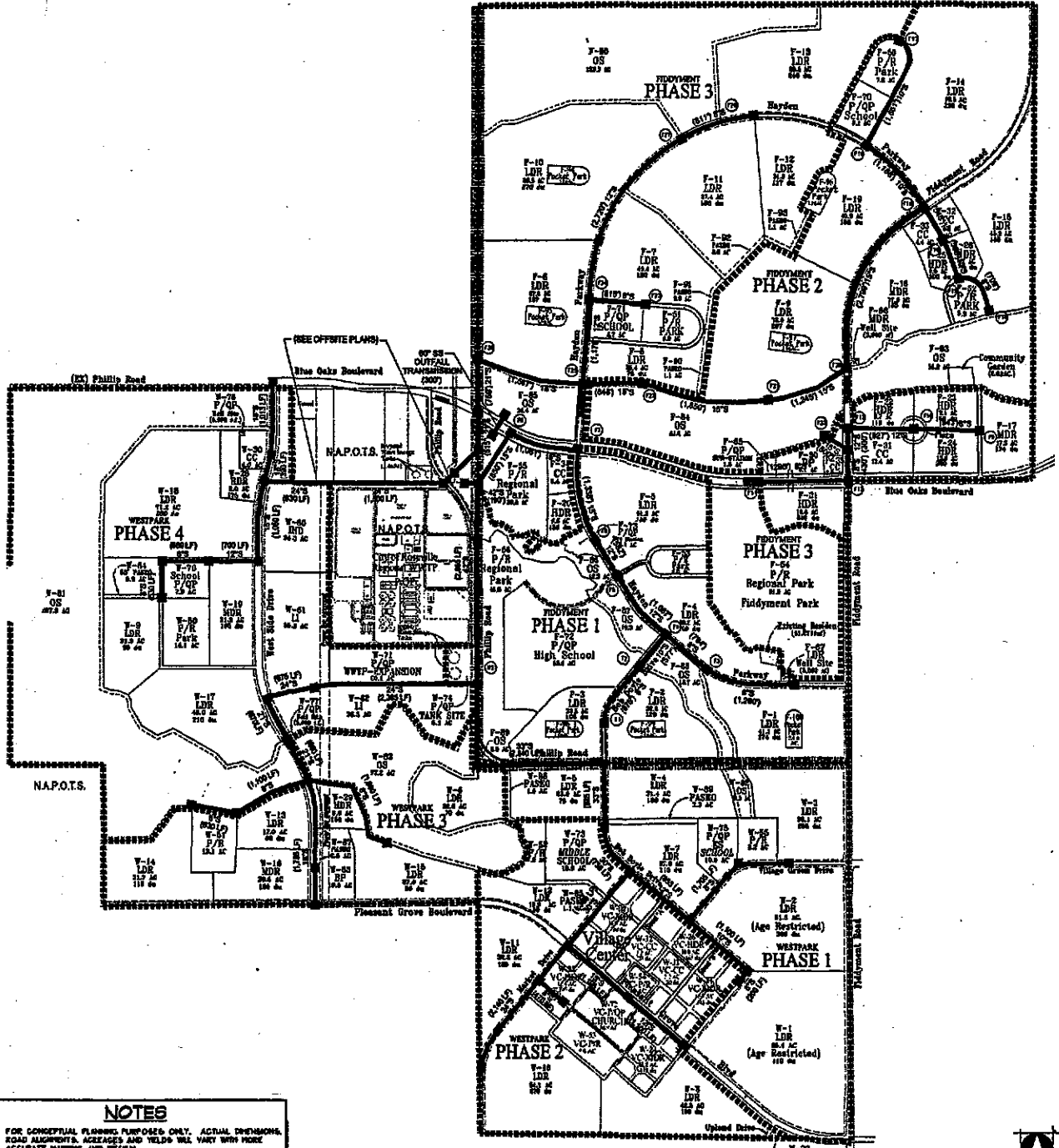
DRAFT BR LAND USE PLAN (03)

WOOD RODGERS
 ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS

2801 O St. Ste. 100-B Tel: 916.241.7700
 Sacramento, CA 95828 Fax: 916.241.7787

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



- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACRESSES AND YIELDS WILL VARY WITH FURTHER AGGRICATE MAPPING AND DESIGN.
 2. FIDDYMENT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. EXISTING DRAINAGE SCHEM BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
 3. EXISTING TRAILS, CREEK CENTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE. FROM AERIAL PHOTO FLOWM NOVEMBER 1994.
 4. EXISTING WATER OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY GELSON + SUGARAL, NOVEMBER 1998. FROM AERIAL PHOTO FLOWM APRIL 1998.
 5. PRELIMINARY WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY LANDOLD ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 6, 1999. AND IS SUBJECT TO CHANGE.



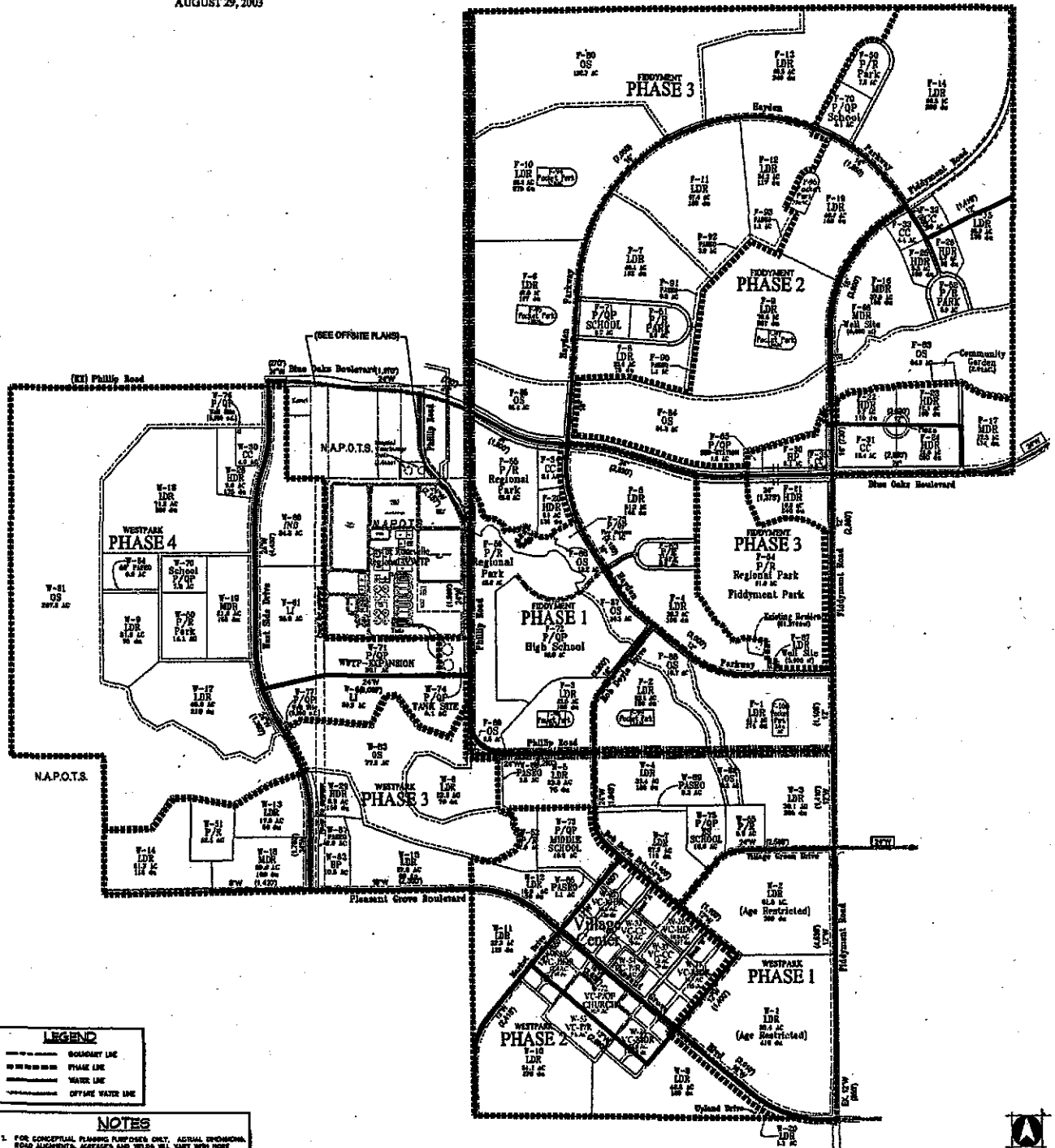
DRAFTED LAND USE PLAN (08/29/03)


WOOD RODGERS
 ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
 4901 G. St., Suite 100-B Tel: 916.241.7790
 Sacramento, CA 95826 Fax: 916.241.7747

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WATER PHASING EXHIBIT-D
WEST ROSEVILLE SPECIFIC PLAN
FIDDYMENT RANCH & WESTPARK
 AUGUST 29, 2003



LEGEND

-----	BOUNDARY LINE
-----	PHASE LINE
-----	WATER LINE
-----	OFFSIDE WATER LINE

- NOTES**
- FOR CONCEPTUAL PHASING PURPOSES ONLY. ACTUAL ENGINEERING, ROAD ALIGNMENTS, ACCESSES AND YIELDS WILL VARY WITH MOST ASSOCIATE PHASING AND DESIGN.
 - PHASING AND 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CAREFULLY CHECK REVIEW BY CITY OF ROSARVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
 - ENGINEERING, EROSION CONTROL, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOWMETER PHOTO.
 - CRIVING WATER OF THE U.S. GEOLOGICAL SURVEY INFORMATION PROVIDED BY GUYON & BARNARD, NOVEMBER 1998, FROM AERIAL PHOTO FLOWMETER PHOTO.
 - FIDDYMENT WESTPARK PHASING PLAN SITE PLAN PROVIDED BY GUYON & BARNARD WITH PERMISSION OF CITY OF ROSARVILLE ON JANUARY 6, 1999, AND IS SUBJECT TO CHANGE.

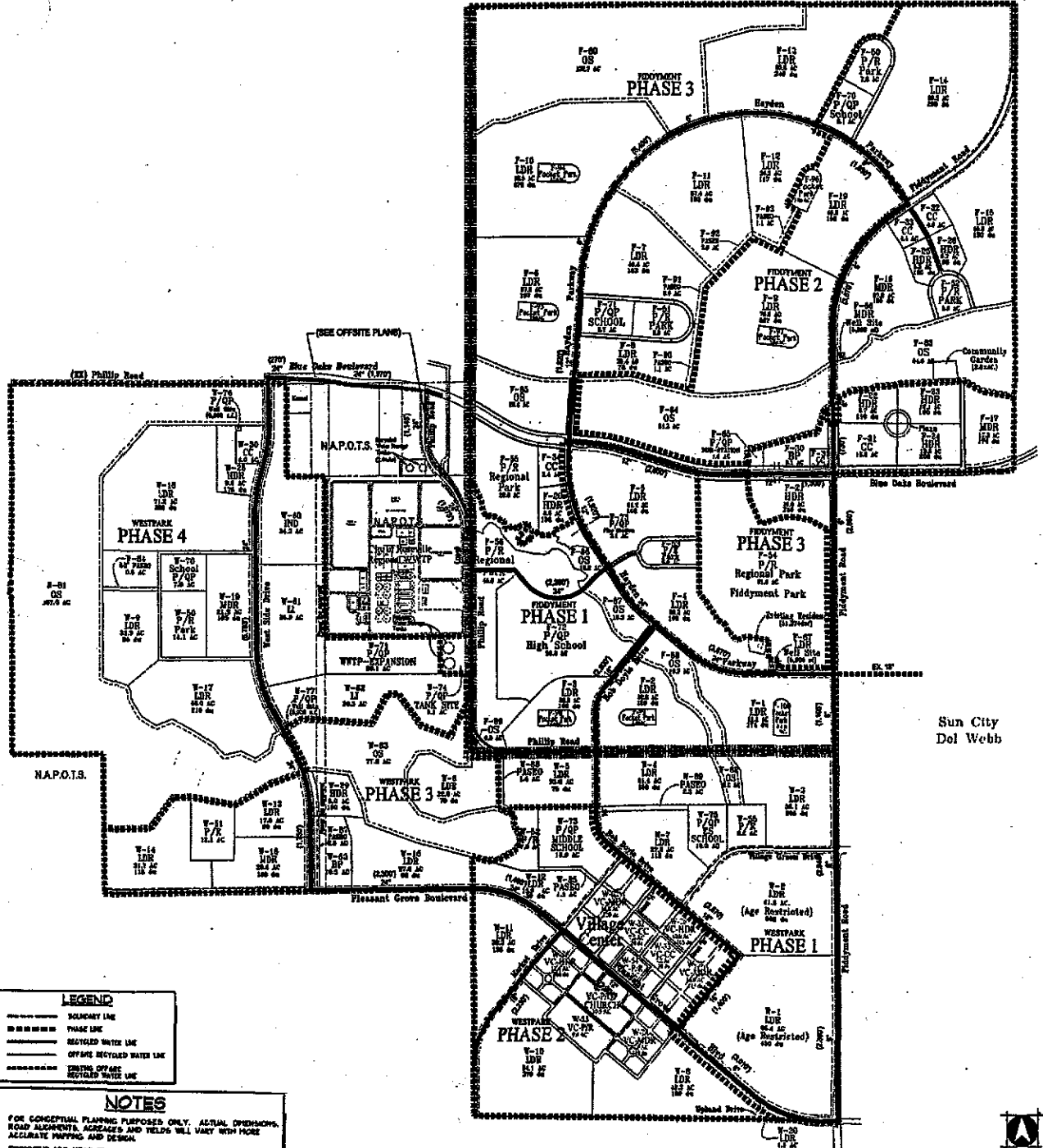
WOOD-RODGERS
 ENGINEERING • PLANNING • SURVEYING • ARCHITECTURE
 8007 G St. Suite 100-B Rosarville, CA 95068 Tel: 916.541.7790
 Fax: 916.541.7797

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**RECYCLED WATER PHASING EXHIBIT-E
WEST ROSEVILLE SPECIFIC PLAN
FIDDYMENT RANCH & WESTPARK**

AUGUST 29, 2003



Sun City
Del Webb

LEGEND

	BOUNDARY LINE
	PHASE LINE
	RECYCLED WATER LINE
	OFF-SITE RECYCLED WATER LINE
	EXISTING OFF-SITE RECYCLED WATER LINE

NOTES

FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACRESAGES AND YIELDS WILL VARY WITH MORE ACCURATE PLANNING AND DESIGN.

FIDDYMENT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS, CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.

EXISTING TRAIL, CREEK, CENTERLINE, ROADS, STRUCTURES, ETC., AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOWN NOVEMBER 1998.

EXISTING WATERS OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY CASON & SCORRAL, NOVEMBER 1998, FROM AERIAL PHOTO FLOWN APRIL 1998.

FELDMAN WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLEO ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 6, 2003 AND IS SUBJECT TO CHANGE.

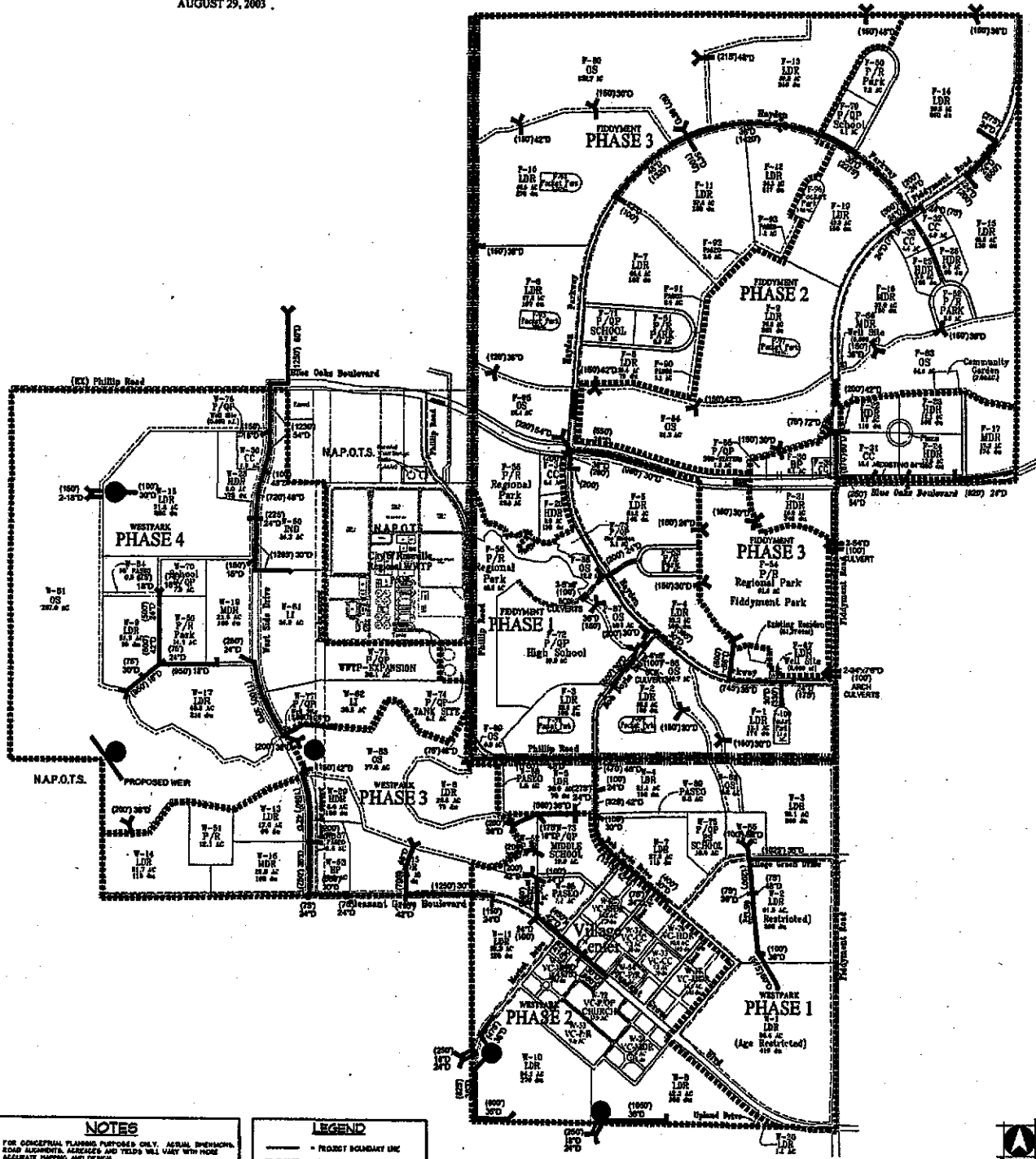
DRAFT SIX LAND USE PLAN (08/29/03)

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Sacramento, CA 95816 Fax: 916.541.7767

631

STORM DRAIN PHASING EBIT-F WEST ROSEVILLE SPECIFIC PLAN FIDDYMMENT RANCH & WESTPARK

AUGUST 29, 2003



NOTES

FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ADDRESSES AND TIEUPS WILL VARY WITH MORE ACCURATE MAPPING AND DESIGN.

FORWATER 100 YEAR FLOODPLAIN PREPARED BY BOOD-BOODERS. CURRENTLY UNDER REVIEW BY CITY OF ROSWELL TO BE SUBMITTED TO FEMA AT A LATER DATE.

EXISTING TRENCH, CREEK, GUTTERLINE, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE, FROM AERIAL PHOTO FLOW NUMBER 198.

EXISTING MAPS OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY GRASS & SARGENT, NOVEMBER 1994, FROM AERIAL PHOTO FLOW APRIL 1990.

PRELIMINARY WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CARROLL ENGINEERS WITH PERMISSION OF CITY OF ROSWELL ON JANUARY 6, 1994 AND IS SUBJECT TO CHANGE.

LEGEND

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

DRAFT EIR LAND USE PLAN (M2)

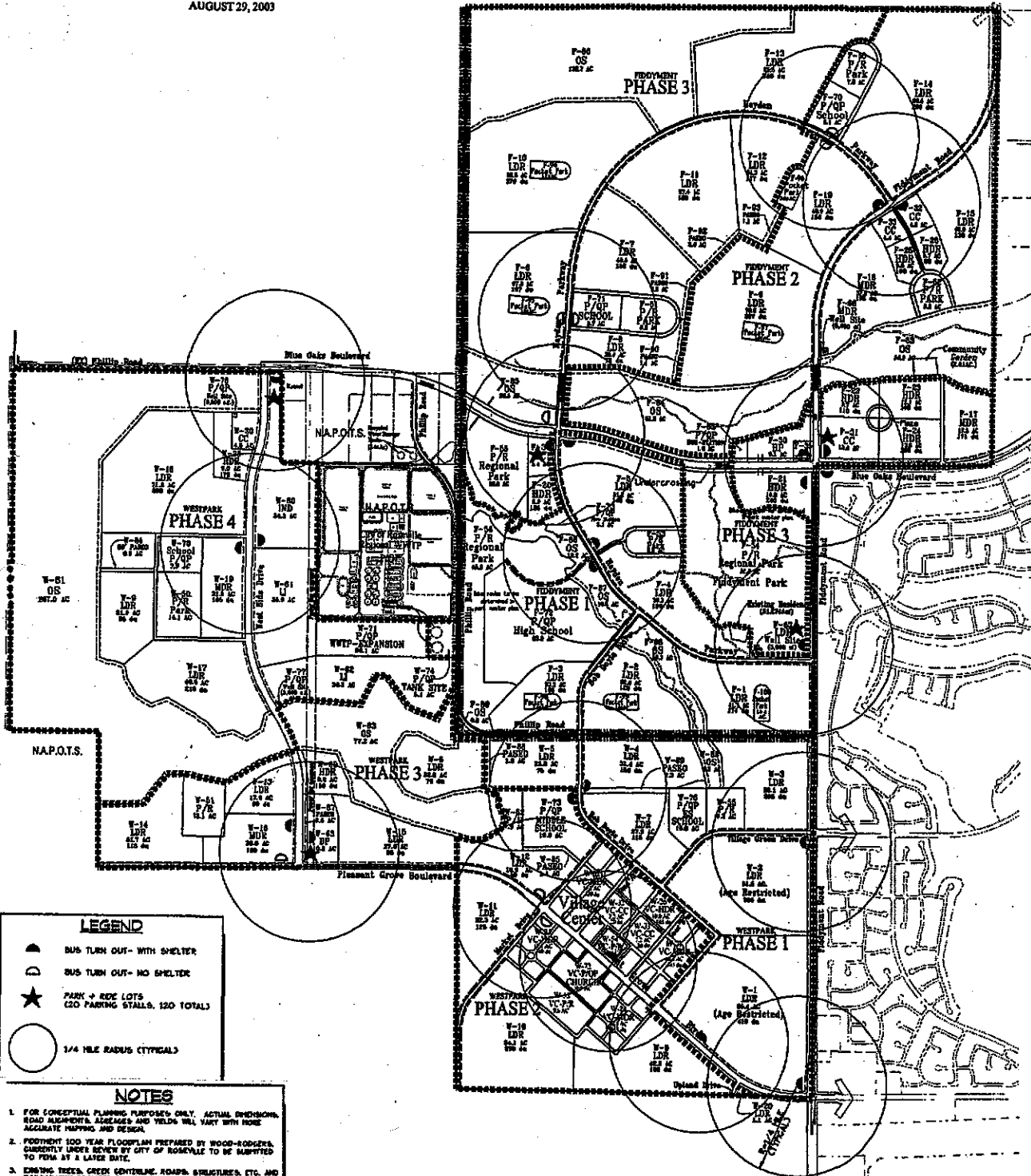
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Barnesville, GA 30006 Fax: 516-341-7797

E-32

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

AUGUST 29, 2003



LEGEND

- BUS TURN OUT- WITH SHELTER
- BUS TURN OUT- NO SHELTER
- PARK - REZE LOTS (20 PARKING STALLS, 120 TOTAL)
- 1/4 MILE RADIUS (TYPICAL)

- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIVISIONS, ROAD ALIGNMENTS, AREAS AND YIELDS WILL VARY WITH FUTURE AGGRICATE MAPPING AND DESIGN.
 2. FOOTPRINT 100 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
 3. EXISTING TREES, CREEK CONTAINERS, ROADS, STRUCTURES, ETC. AND TOPOGRAPHY PROVIDED BY THE STATE FROM AERIAL PHOTO FLOORS NOVEMBER 1998.
 4. EXISTING BARRIERS OF THE U.S. JURISDICTIONAL DELINEATION INFORMATION PROVIDED BY USACE - BARCELON NOVEMBER 1998 FROM AERIAL PHOTO FLOORS APRIL 1998.
 5. FIDDYMENT WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CAROLLO ENGINEERS WITH PERMISSION OF CITY OF ROSEVILLE ON JANUARY 6, 1994 AND IS SUBJECT TO CHANGE.

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

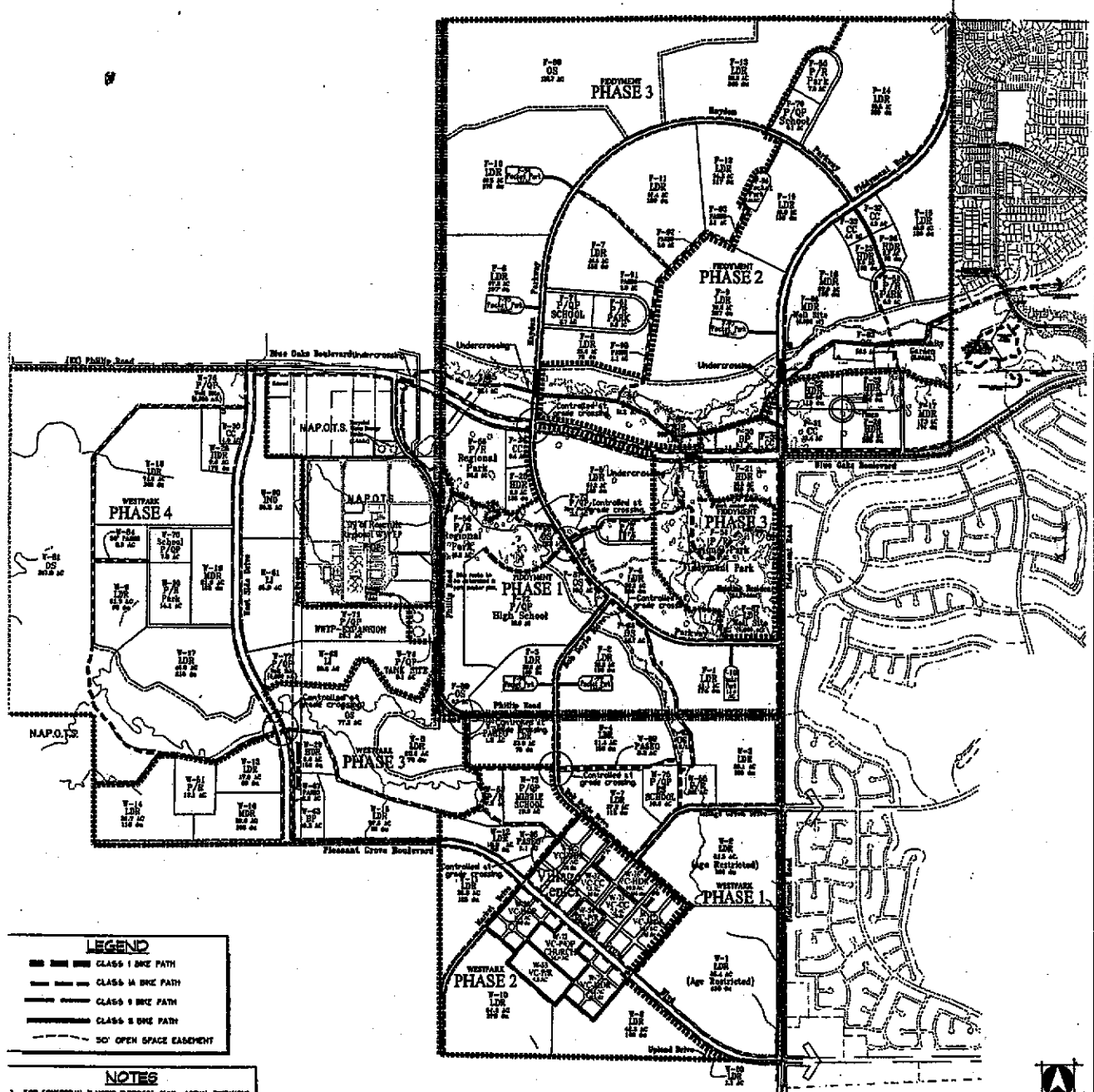
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3001 G ST., SUITE 100-B
ROSEVILLE, CA 95678 Tel: 916.241.7780 Fax: 916.241.7787

E-33

0304 0000 0118 0122

BIKE PATH PHASING EXHIBIT-H WEST ROSEVILLE SPECIFIC PLAN FIDDYMENT RANCH & WESTPARK


AUGUST 29, 2003



LEGEND

	CLASS I BIKE PATH
	CLASS II BIKE PATH
	CLASS III BIKE PATH
	CLASS IV BIKE PATH
	50' OPEN SPACE EASEMENT

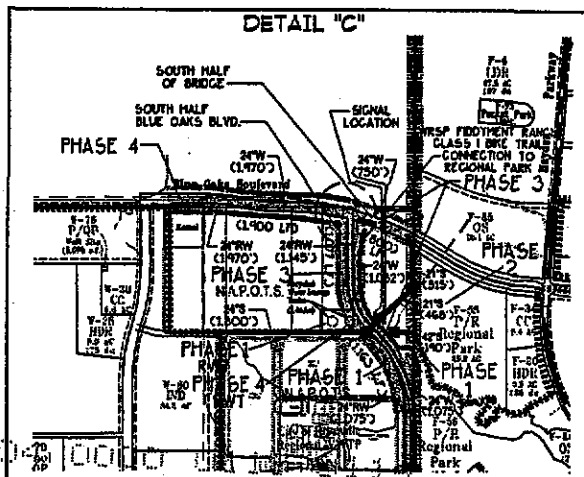
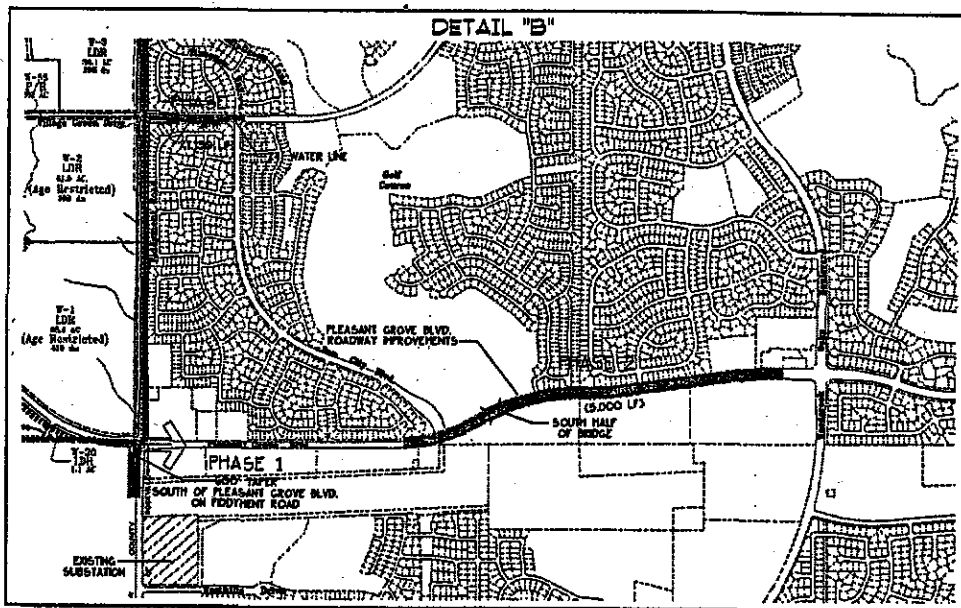
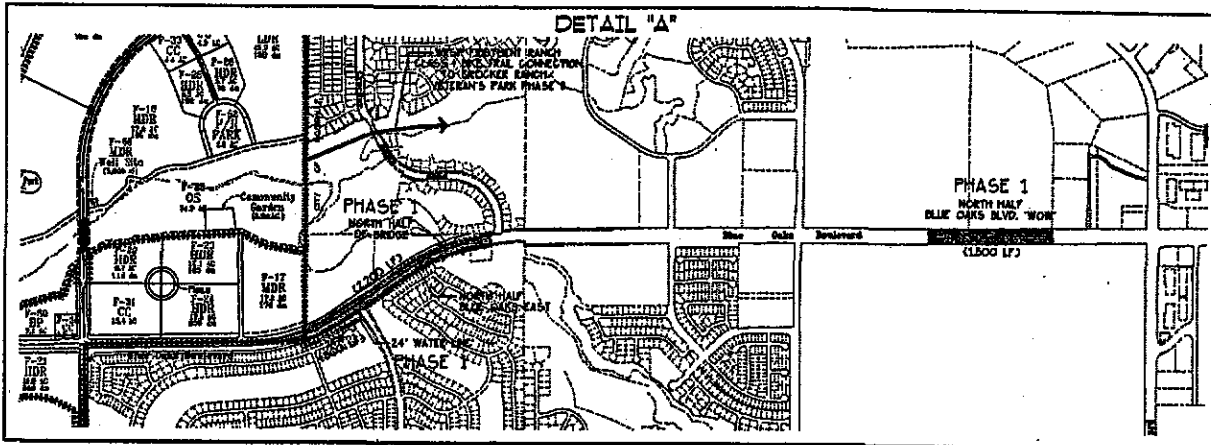
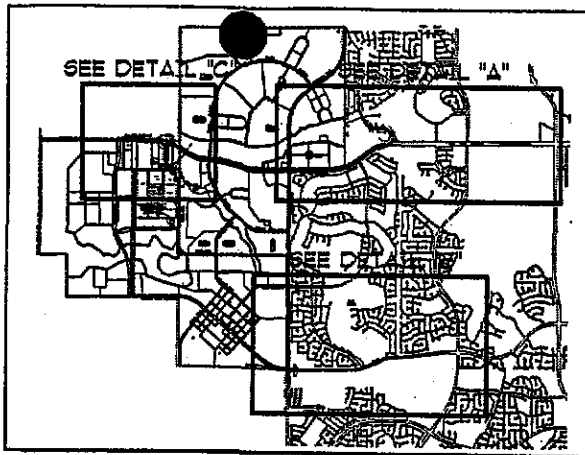
- NOTES**
1. FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, LEGENDS AND TITLES WILL VARY WITH FUTURE AGGRAGATE PLANNING AND DESIGN.
 2. FLOODPLAIN 500 YEAR FLOODPLAIN PREPARED BY WOOD-RODGERS. CURRENTLY UNDER REVIEW BY CITY OF ROSWELL TO BE SUBMITTED TO FEMA AT A LATER DATE.
 3. DRAINAGE REELS, CREEK CHANNELS, DAMS, STRAIGHTENERS, ETC. AND TOPOGRAPHY PROVIDED BY THE CLIENT FROM AERIAL PHOTO FLOWNS NOVEMBER 1998.
 4. DRAINING MAPS OF THE U.S. JURISDICTIONAL VEGETATION INFORMATION PROVIDED BY SEARCH & EXPLORATION NOVEMBER 1998, FROM FEMA PHOTO FLOWNS APRIL 1998.
 5. WASTEWATER TREATMENT PLANT SITE PLAN PROVIDED BY CARROLL ENGINEERS WITH PERMISSION OF CITY OF ROSWELL ON JANUARY 6, 1999. DO NOT SCALE TO CHANGE.


 DRAFT AIR LAND USE PLAN (X)

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E.24

OFFSITE INFRASTRUCTURE PHASING-I WEST ROSEVILLE SPECIFIC PLAN FIDDYMENT RANCH & WESTPARK

AUGUST 29, 2003



LEGEND

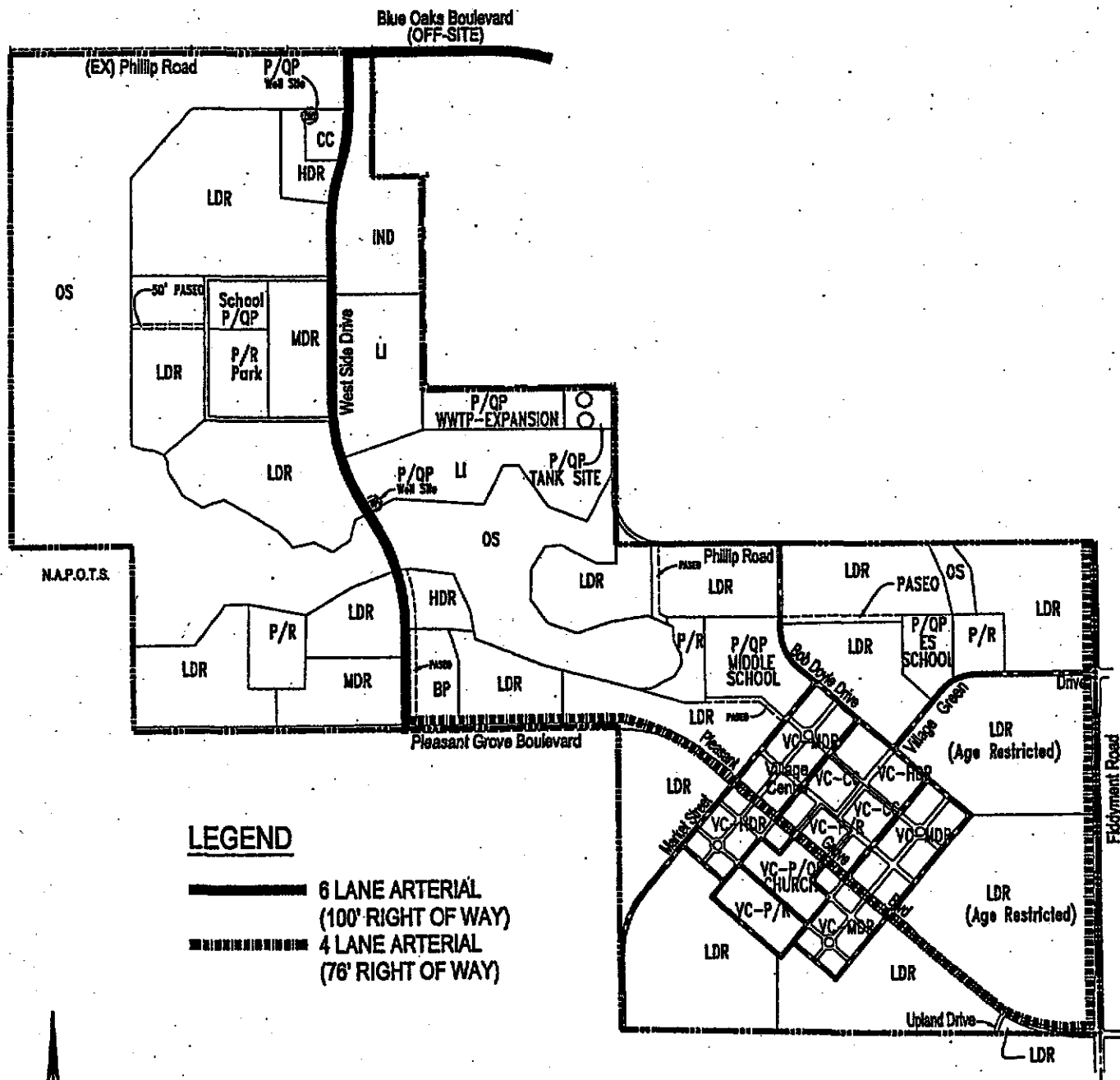
	OFFSITE INFRASTRUCTURE
	PROPOSED CLASS 1 BIKE TRAIL CONNECTION
	OFFSITE WATER & RECYCLED WATER LINES

- NOTES**
- FOR CONCEPTUAL PLANNING PURPOSES ONLY. ACTUAL ENGINEERING, ROAD ALIGNMENTS, ROWS, AND YIELDS WILL VARY FROM THESE APPROXIMATE NOTATIONS AND DIMENSIONS.
 - PREPARED 100 YEAR FLOODPLAIN PREPARED BY BOON-CORPERS. CURRENTLY UNDER REVIEW BY CITY OF ROSEVILLE TO BE SUBMITTED TO FEMA AT A LATER DATE.
 - EXISTING UTILITIES, EARTH COVERINGS, SIGNS, UTILITIES, ETC. AND DIMENSIONS PROVIDED BY THE STATE FROM AERIAL PHOTO FLOOD MONITORING DATA.
 - EXISTING UTILITIES OF THE CITY JURISDICTIONAL RELIEF FROM INFORMATION PROVIDED BY CAGM & SERRAVALLO NOVEMBER 2002 FROM AERIAL PHOTO FLOOD MONITORING DATA.
 - PRELIMINARY WASTEWATER TREATMENT PLANT AND PLAN PROVIDED BY SERRAVALLO CONSULTING ENGINEERS OF CITY OF ROSEVILLE ON JANUARY 6, 2003 AND IS SUBJECT TO CHANGE.

E-35

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 SACRAMENTO, CA 95811 • FAX: 916.451.7707

Exhibit G Arterial Roadways



LEGEND

6 LANE ARTERIAL
 (100' RIGHT OF WAY)

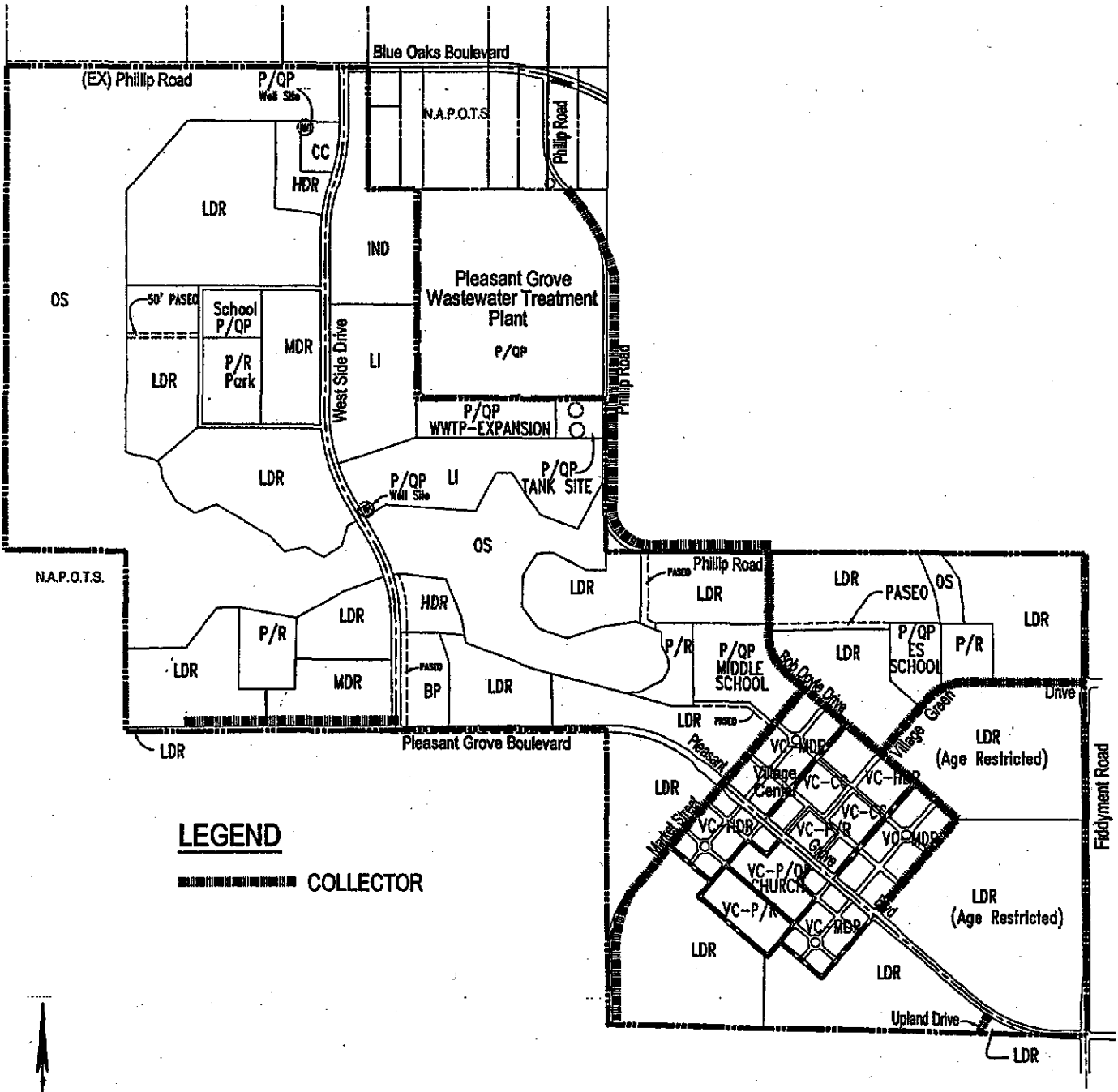
4 LANE ARTERIAL
 (76' RIGHT OF WAY)

PROJECT NO. 1000-EX-G-KS-DWG 10-22-03 2:40 pm - jh/abw
 CROSSCHECK PLANNING INC.



0304 0000 0118 0116

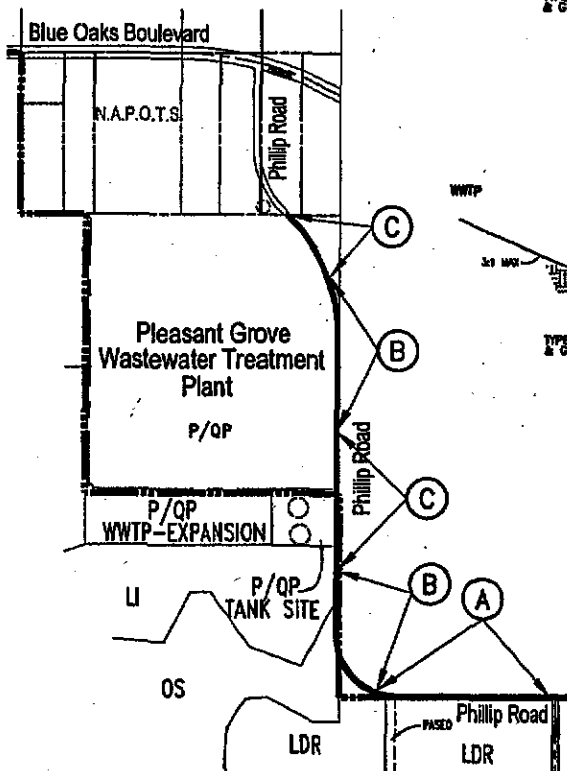
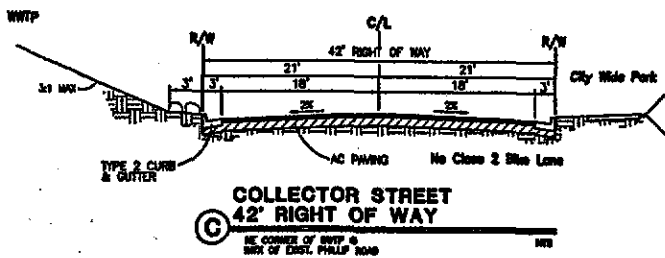
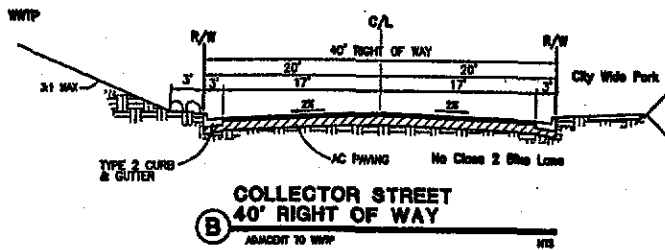
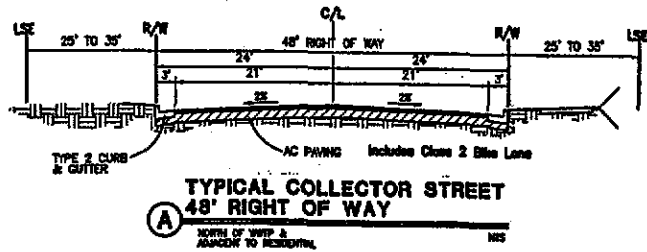
Exhibit H Collector Streets



LEGEND
 COLLECTOR



Exhibit I Phillip Road



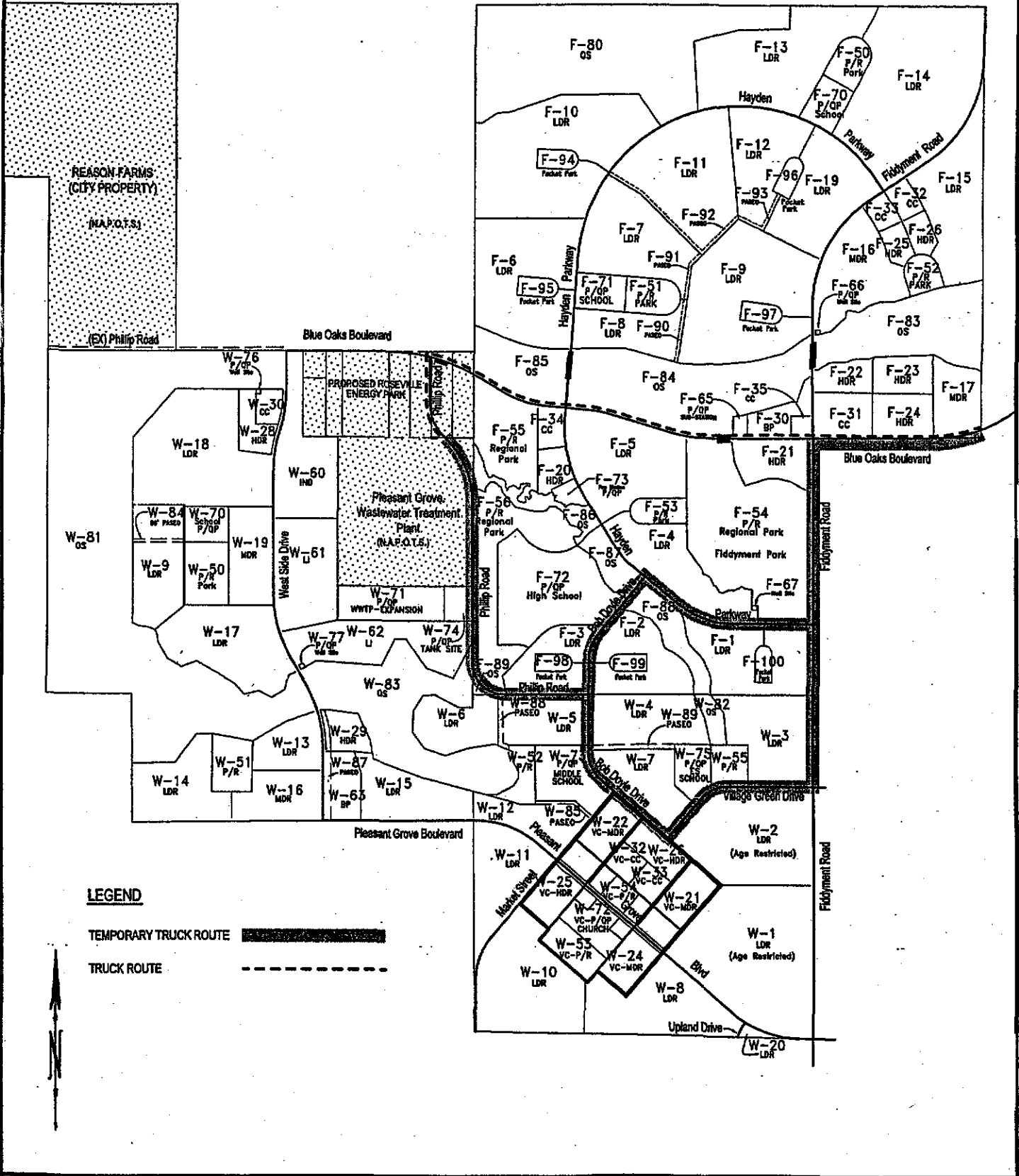
LEGEND

— Phillip Road

Y:\2007\06\08\DWG\PLAN\... DOCUMENT AGREEMENT\10000-EX-LRS.DWG 12-09-02 2:11 pm - pbenbar

Figure J

Temporary Truck Route Serving Treatment Plant



120

Exhibit L Bridge Location

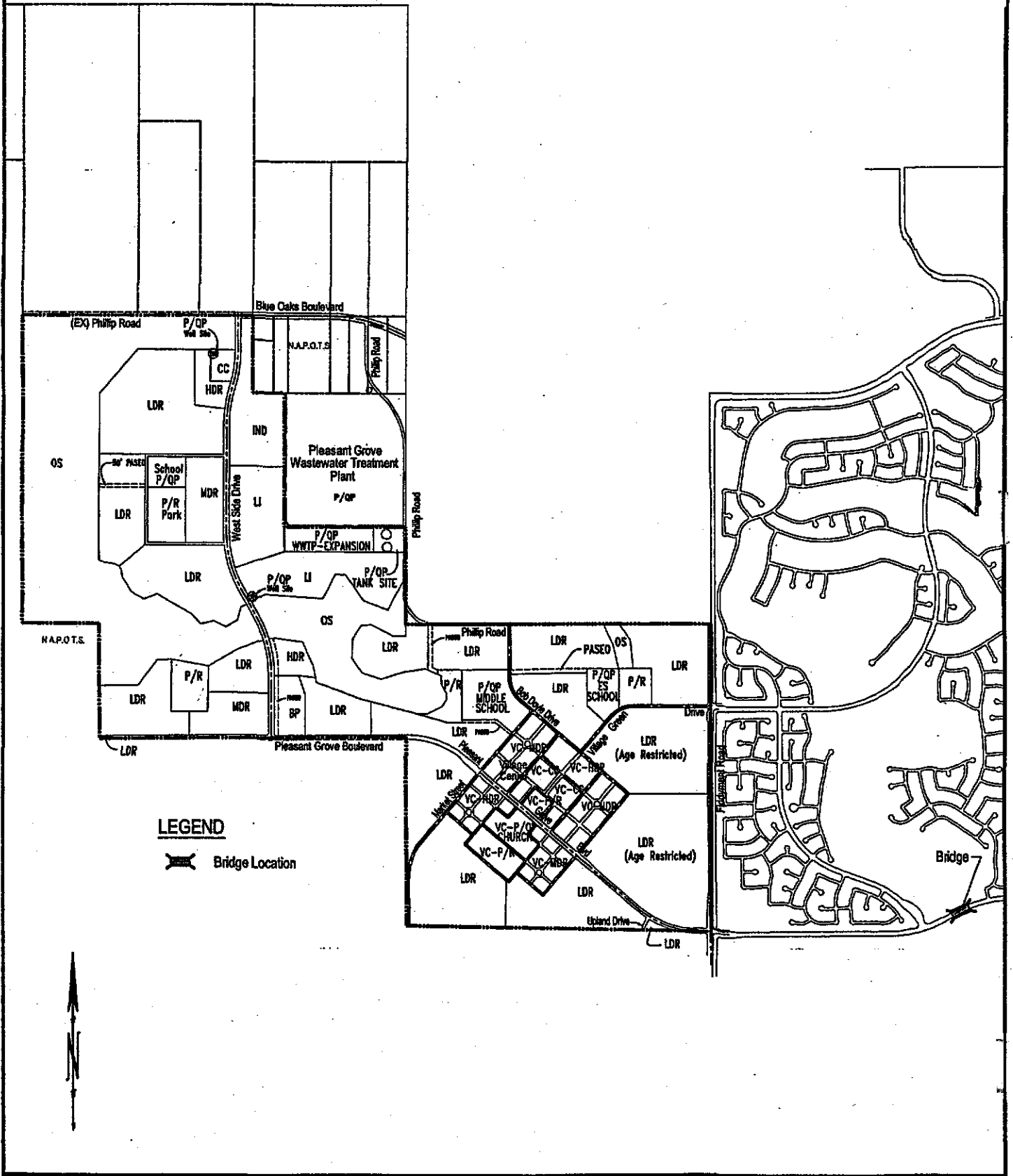
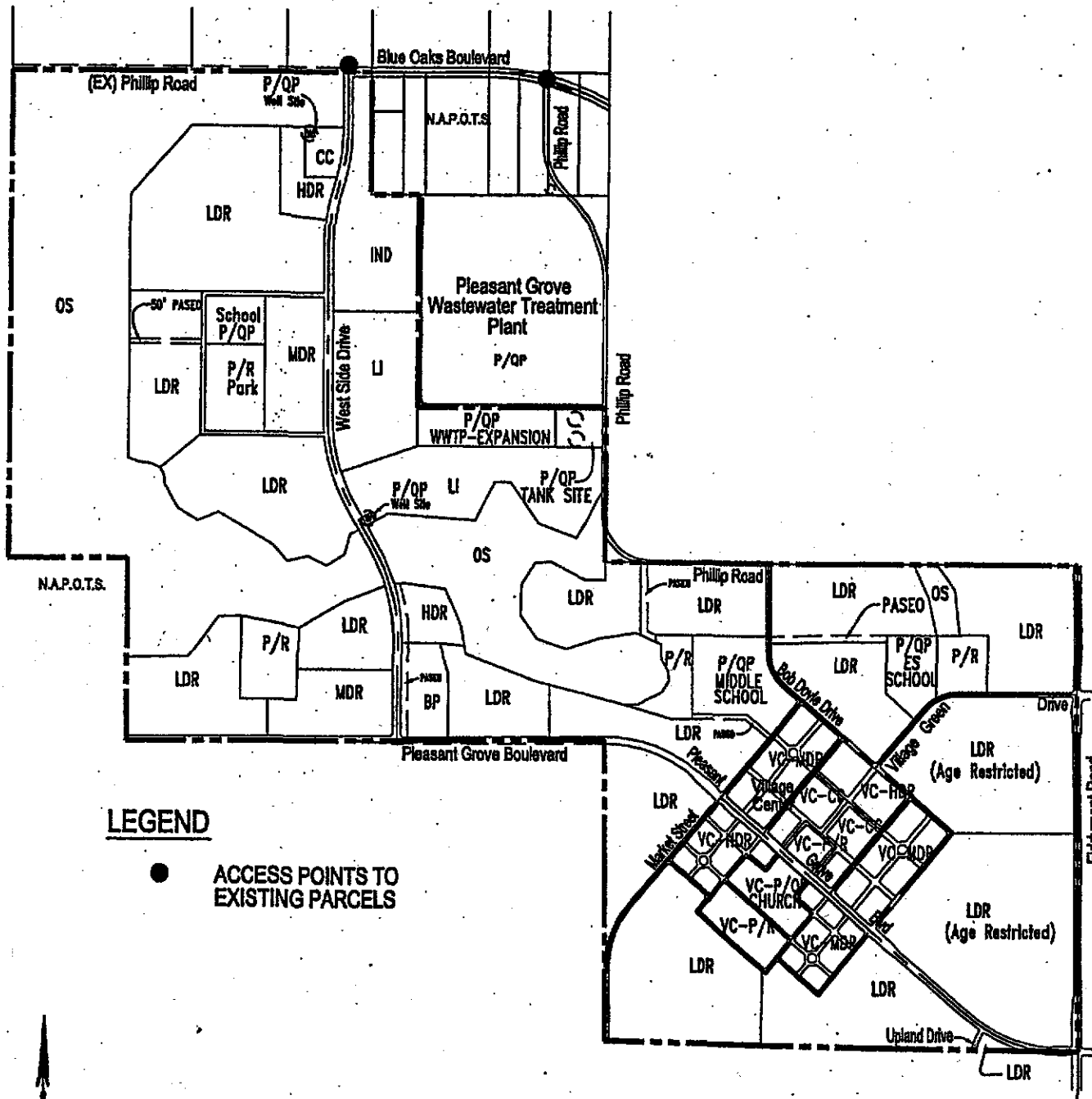


Exhibit M

Access to Residences
within MOU Area



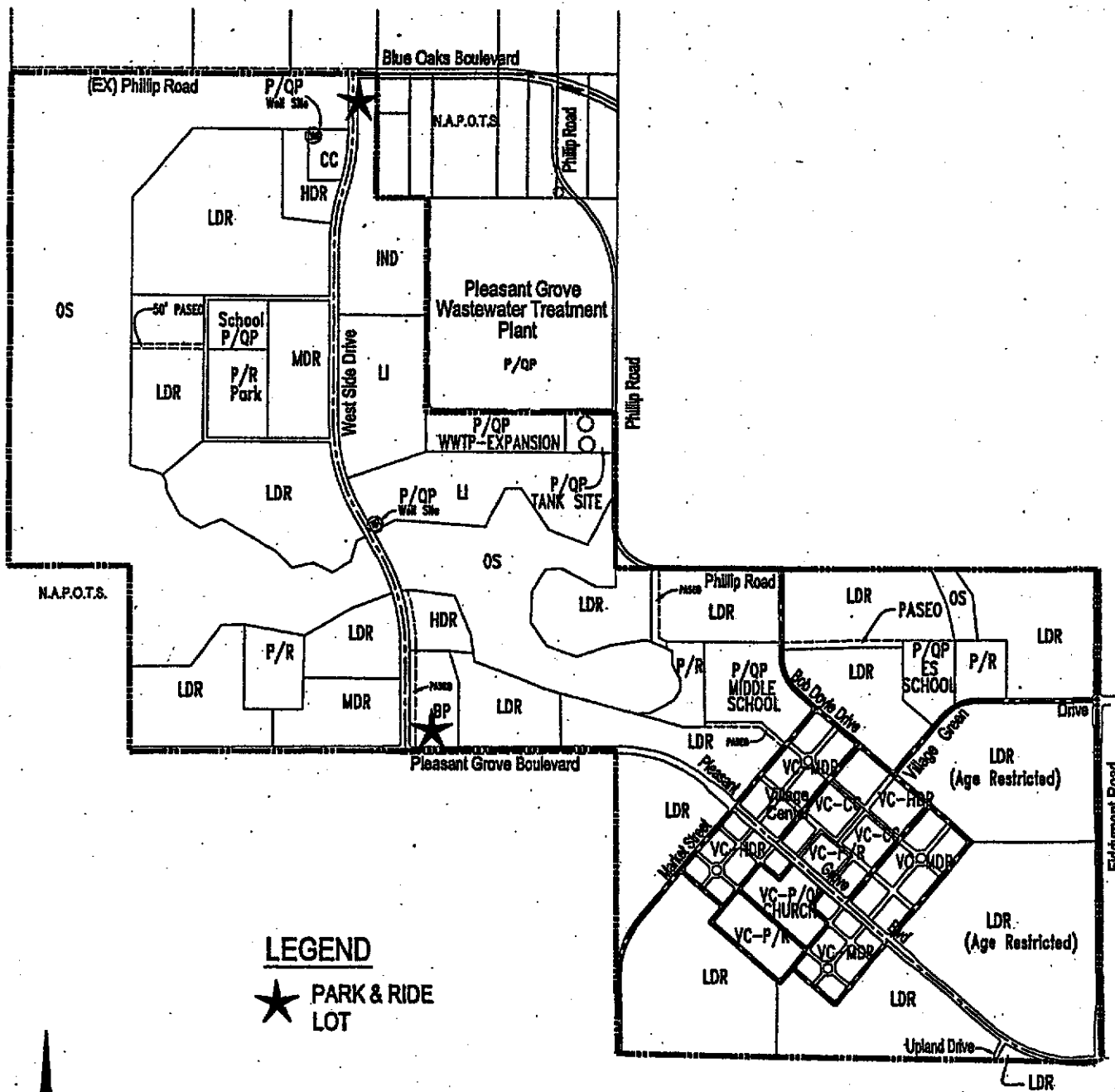
LEGEND

● ACCESS POINTS TO EXISTING PARCELS

MOOREHEAD PLANNING GUIDE
 03/20/00 EX-ACC-RES-HOLING 10:25:00 2:25 pm - planfor



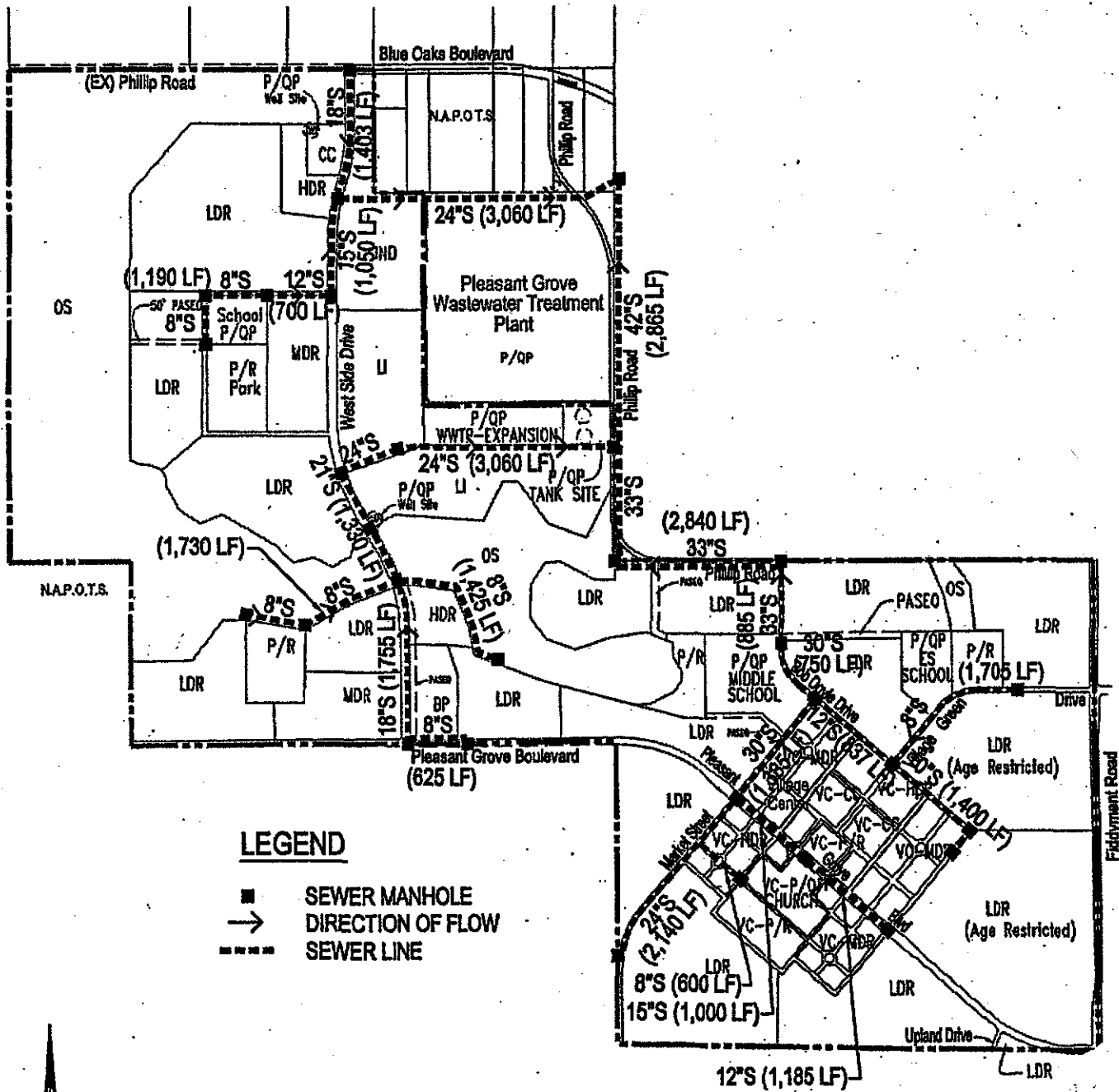
Exhibit N Park & Ride Lots



LEGEND
★ PARK & RIDE LOT

20030517 PLAN/DEVELOPMENT AGREEMENT/10005-EX1.NS.DWG 04-05-03 12:21 pm - phubar

Exhibit P Sewer Facilities



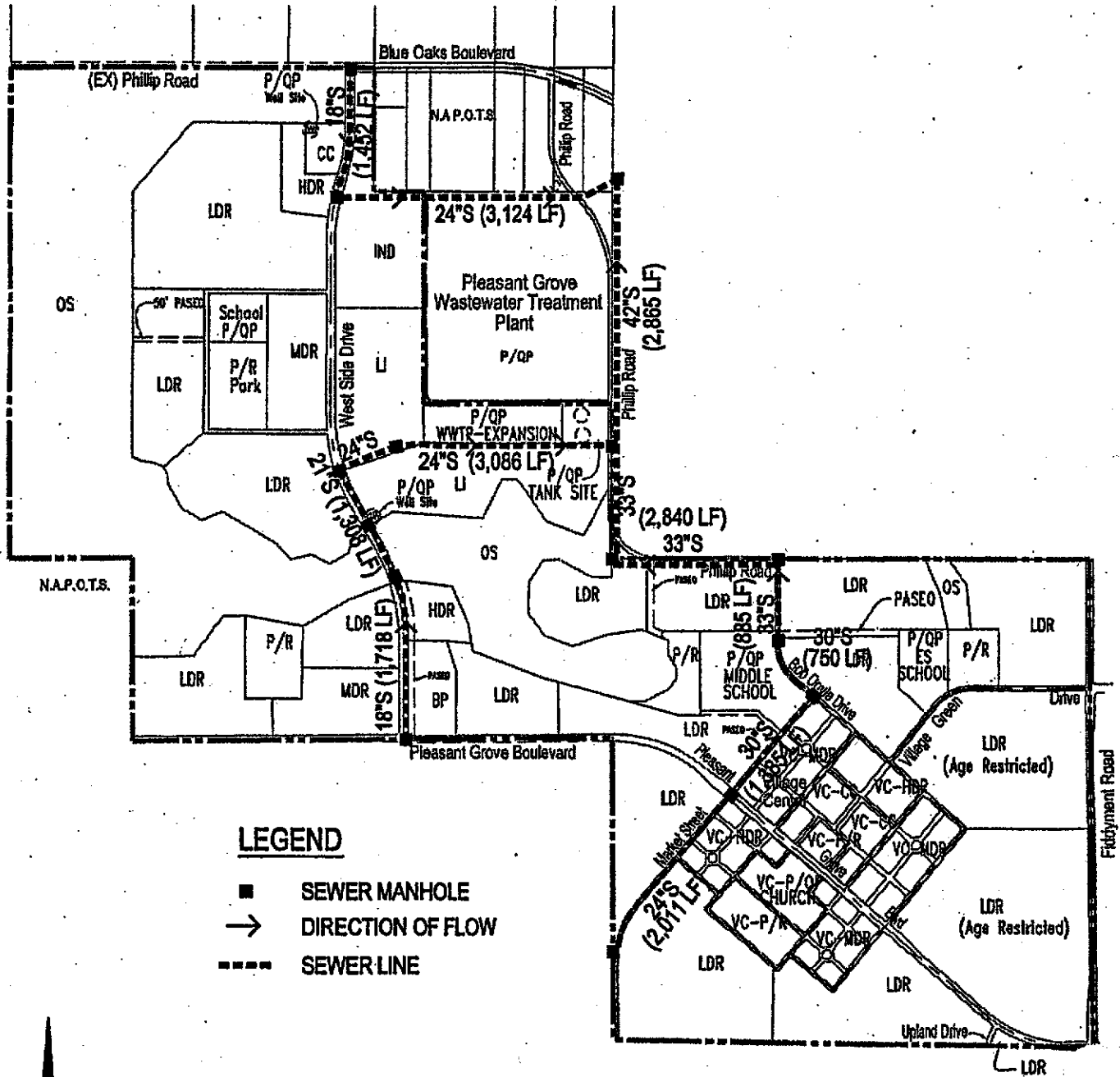
LEGEND

- SEWER MANHOLE
- DIRECTION OF FLOW
- SEWER LINE

2024/07/15 AMAN DEVELOPMENT AGREEMENT 0000-24-04-03-DWG 10-22-03 03:57 pm - plaster

Exhibit R

Oversized Wastewater Facilities for Reimbursement



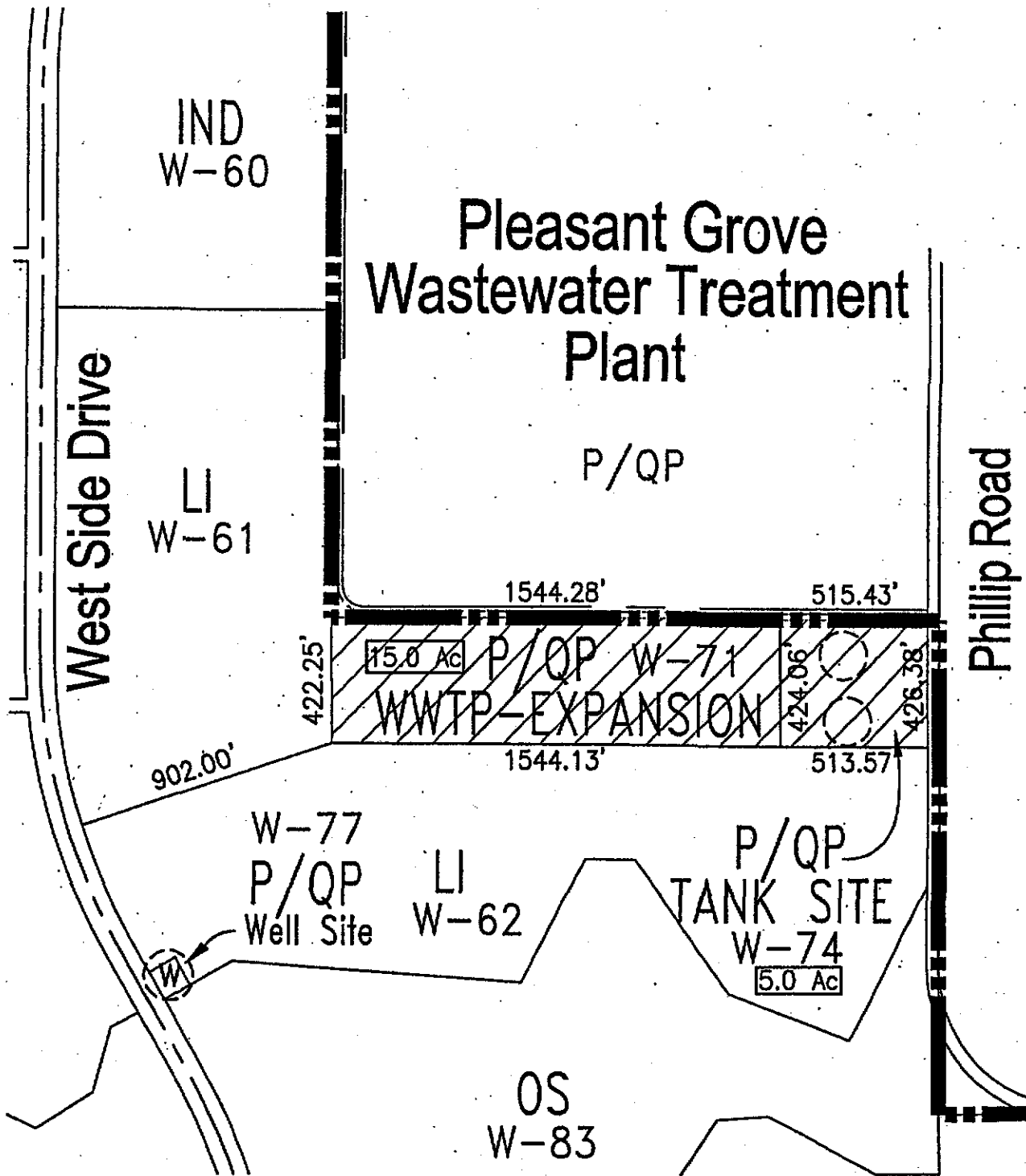
LEGEND

- SEWER MANHOLE
- DIRECTION OF FLOW
- SEWER LINE

DISCLAIMER: PLANNING DEVELOPMENT AGREEMENT TO D003-EX-OVRESZ-SHR-AS-DWG 10-21-03 1:57 pm - jphaber

Exhibit S

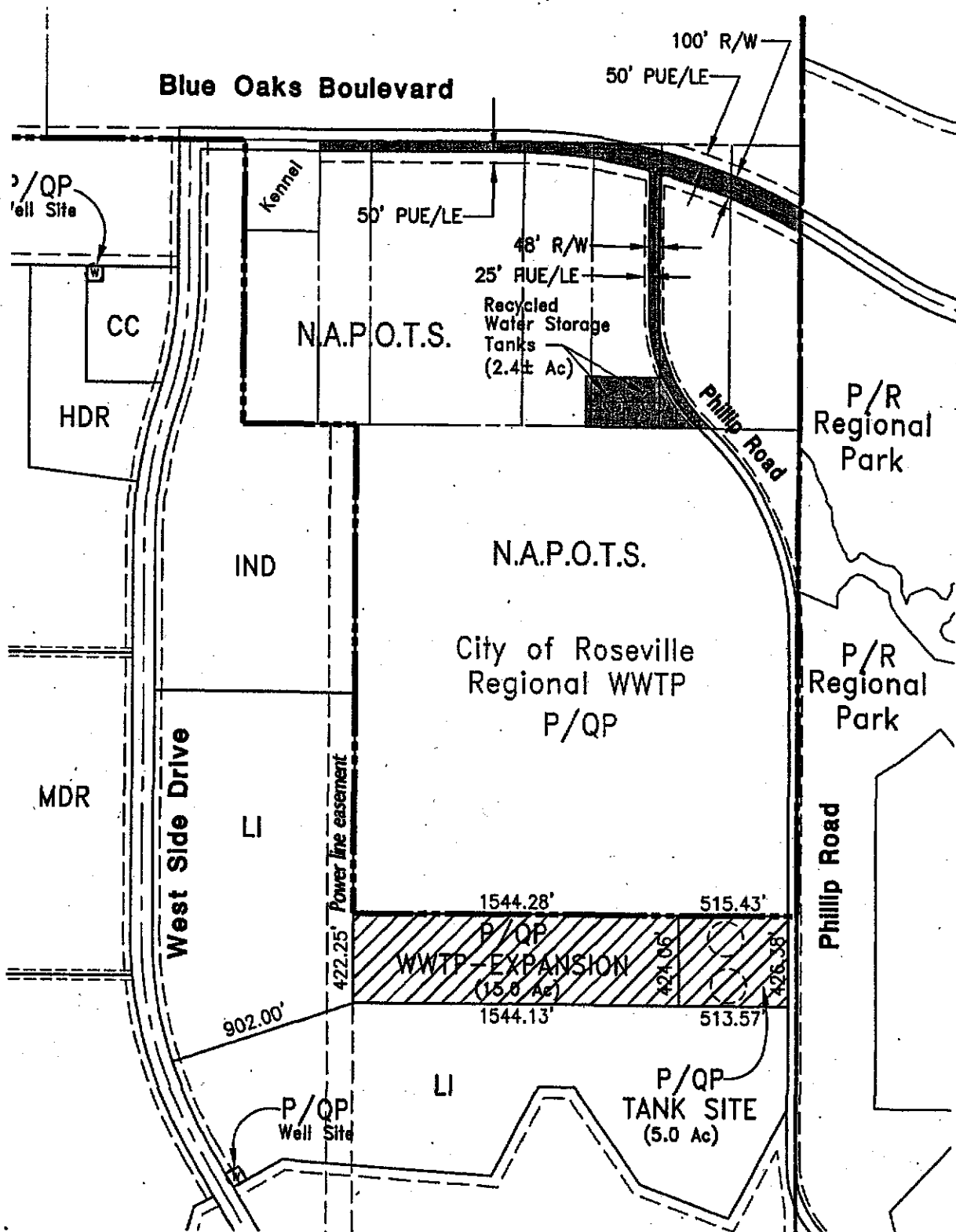
Treatment Plant Expansion Site for Dedication



01000000PLANNING/DEV. AMENDMENT 10000 EX-HWTF-EXP-NS/DWS 04-27-03 2:44 pm - plm/wh



Exhibit T
 City Exchange Property



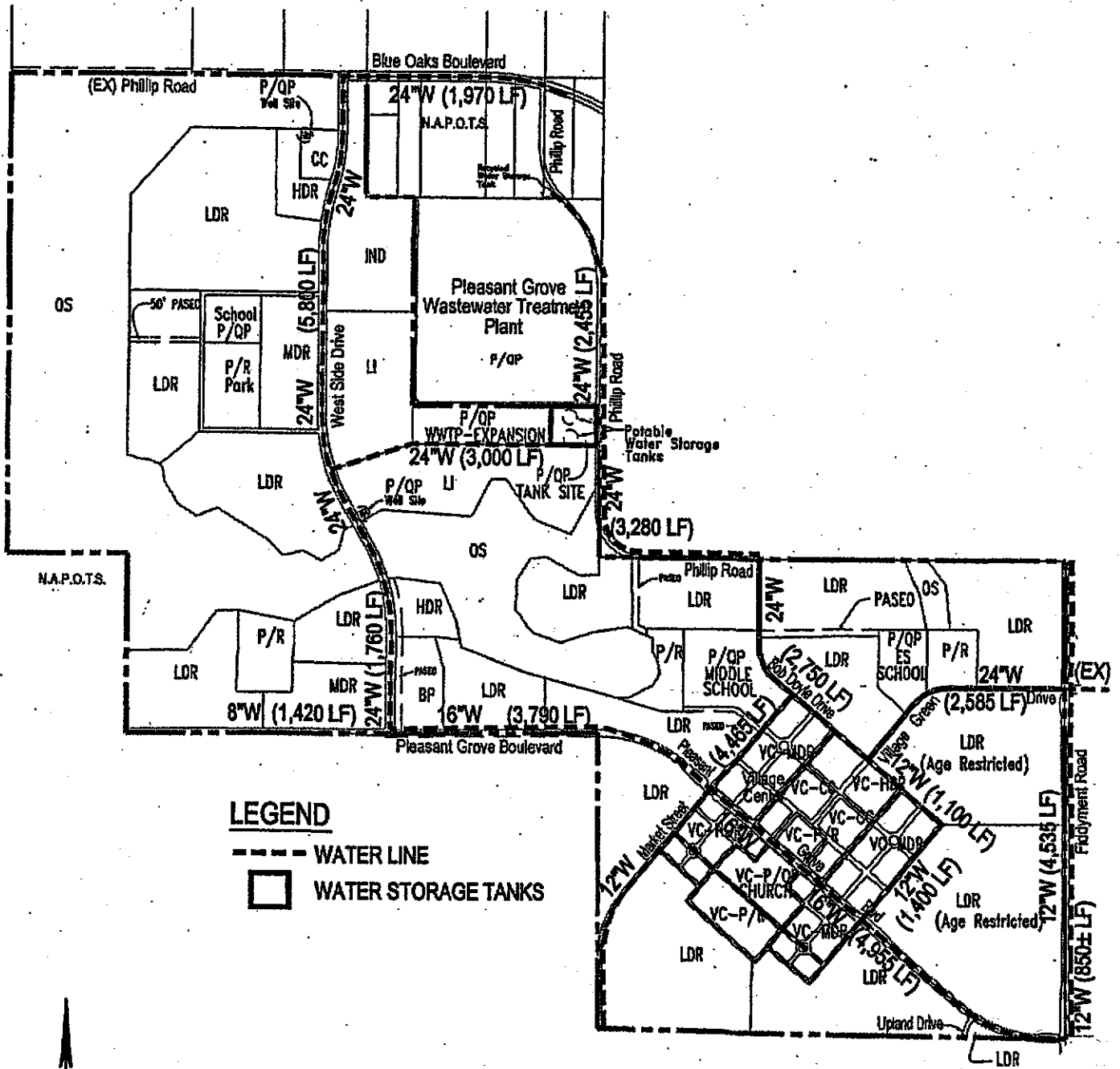
DEVELOPER TO DEDICATE TO CITY



CITY TO CONVEY TO DEVELOPER

Y:\2010\GIS\BENCH\PLANNING\DEVELOPMENT\AGREEMENT\1000-EX-145.DWG 12-14-08 10:10 am - P:\bch

Exhibit V Water Facilities



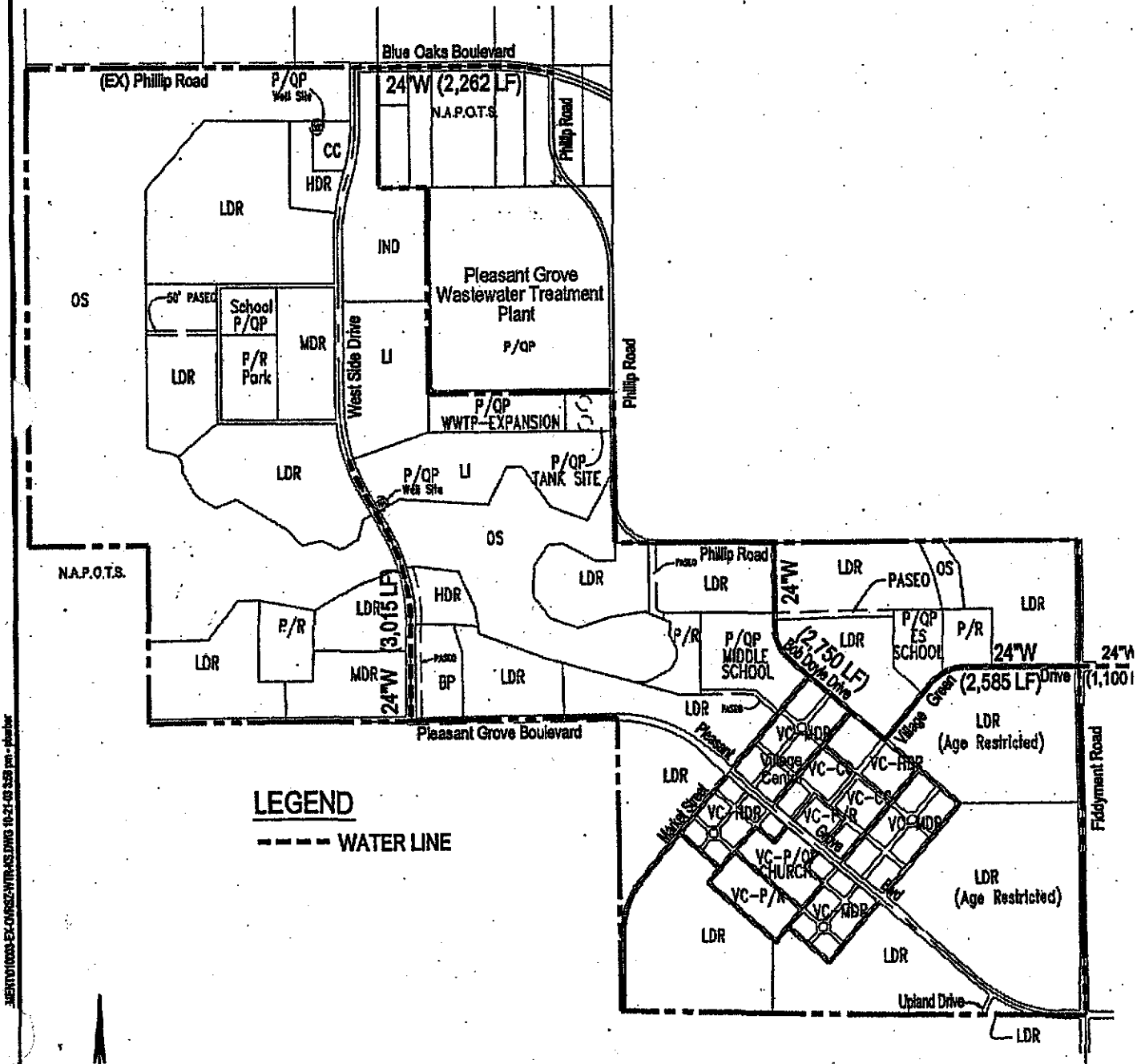
LEGEND
 - - - - WATER LINE
 □ WATER STORAGE TANKS

TOWNSHIP PLANNING DEVELOPMENT AGREEMENTS 1990-2000 EX-03 0118 0131



Exhibit W

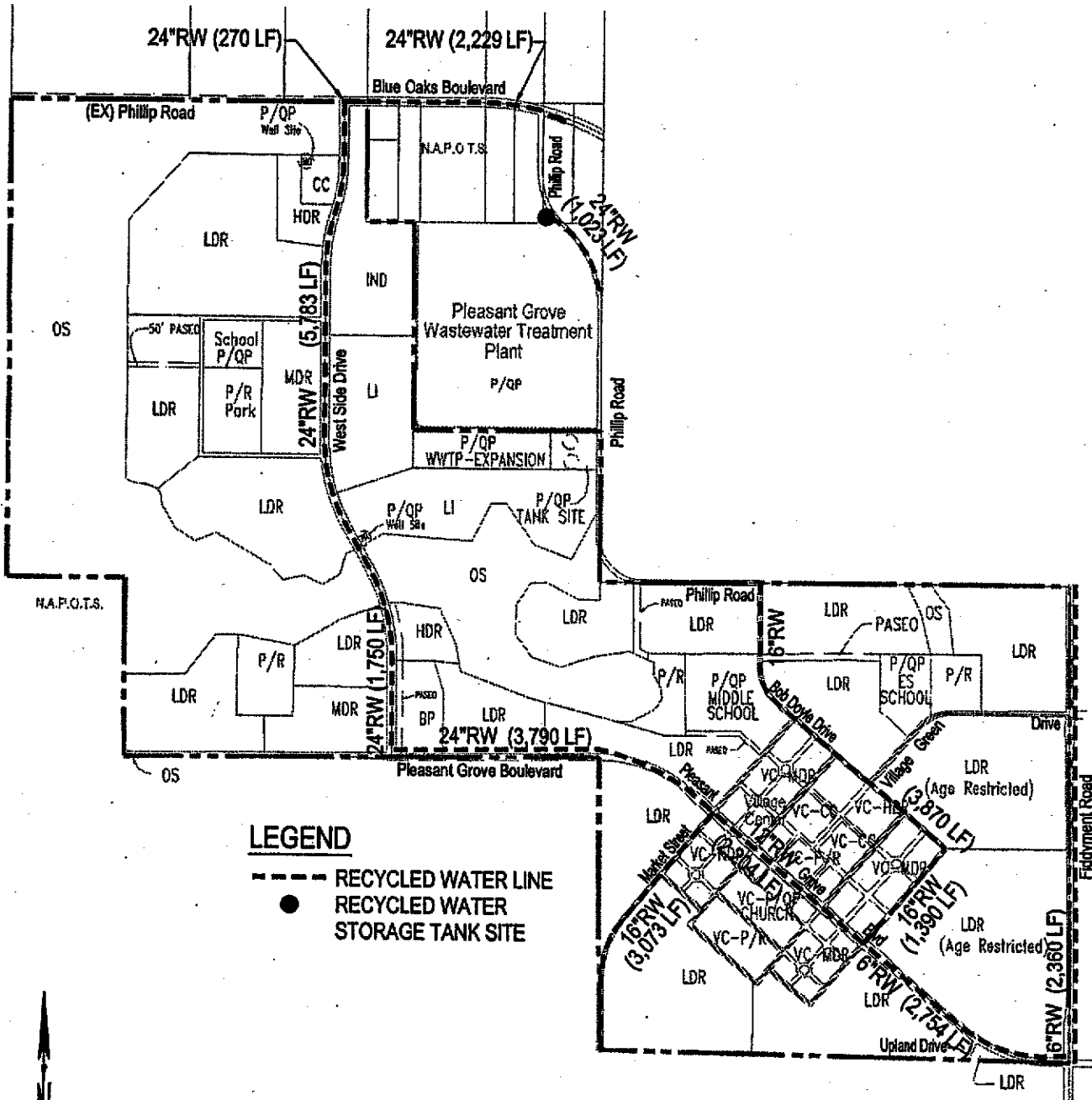
Oversized Water Facilities
for Reimbursement



LEGEND
 - - - - WATER LINE

SHEET 10 OF 10 - EXHIBIT W - OVERSIZED WATER FACILITIES FOR REIMBURSEMENT
 DATE: 10/21/08 3:58 PM - PHILIP

Exhibit X Recycled Water Facilities



LEGEND

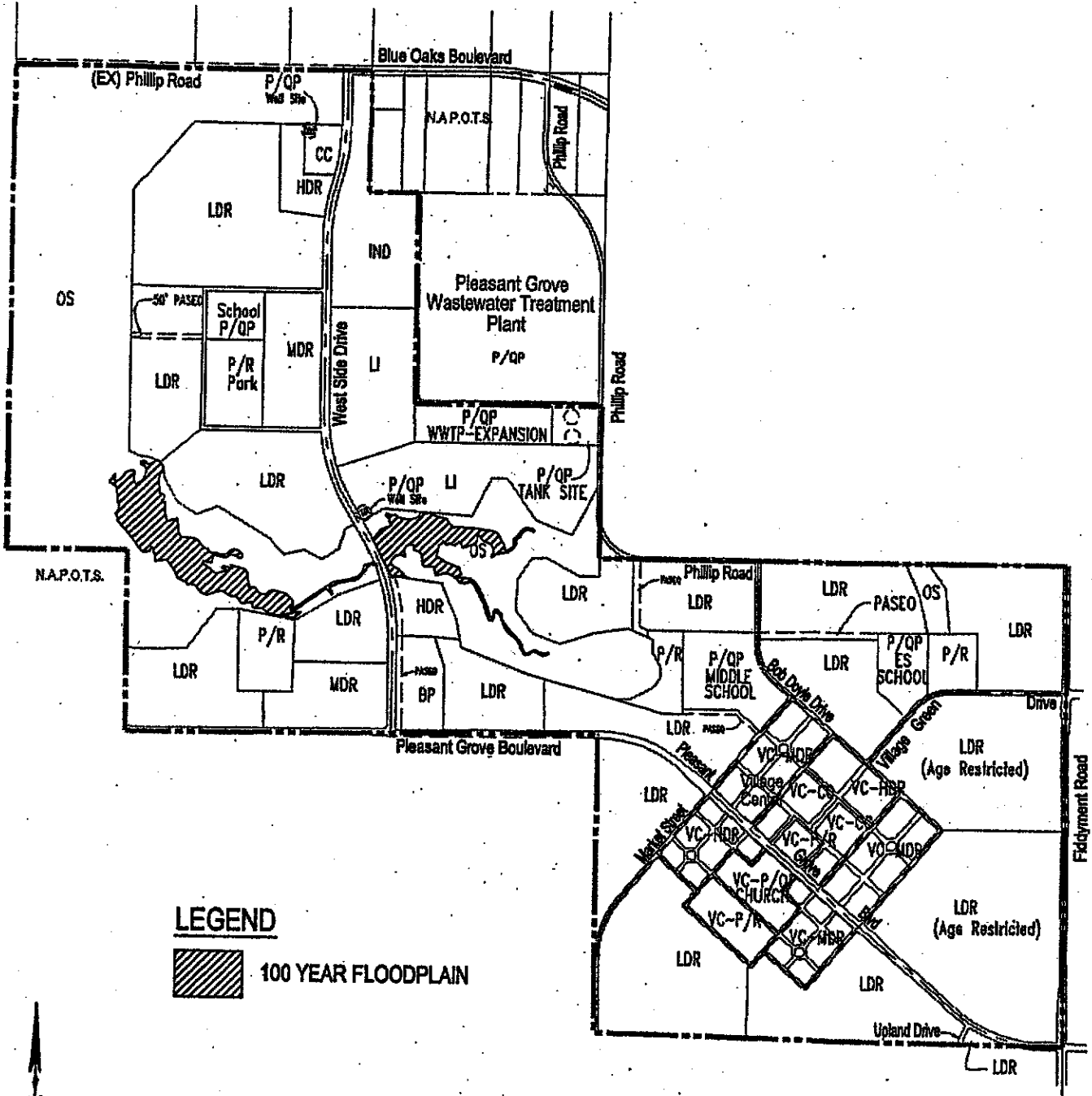
- RECYCLED WATER LINE
- RECYCLED WATER STORAGE TANK SITE



Y:\30010000\PLANNING\DEVELOPMENT AGREEMENT\1000-EXP-NS.DWG 12-16-03 10:14 am -pbaubr

Exhibit AA

100 Year Floodplain - Post Development

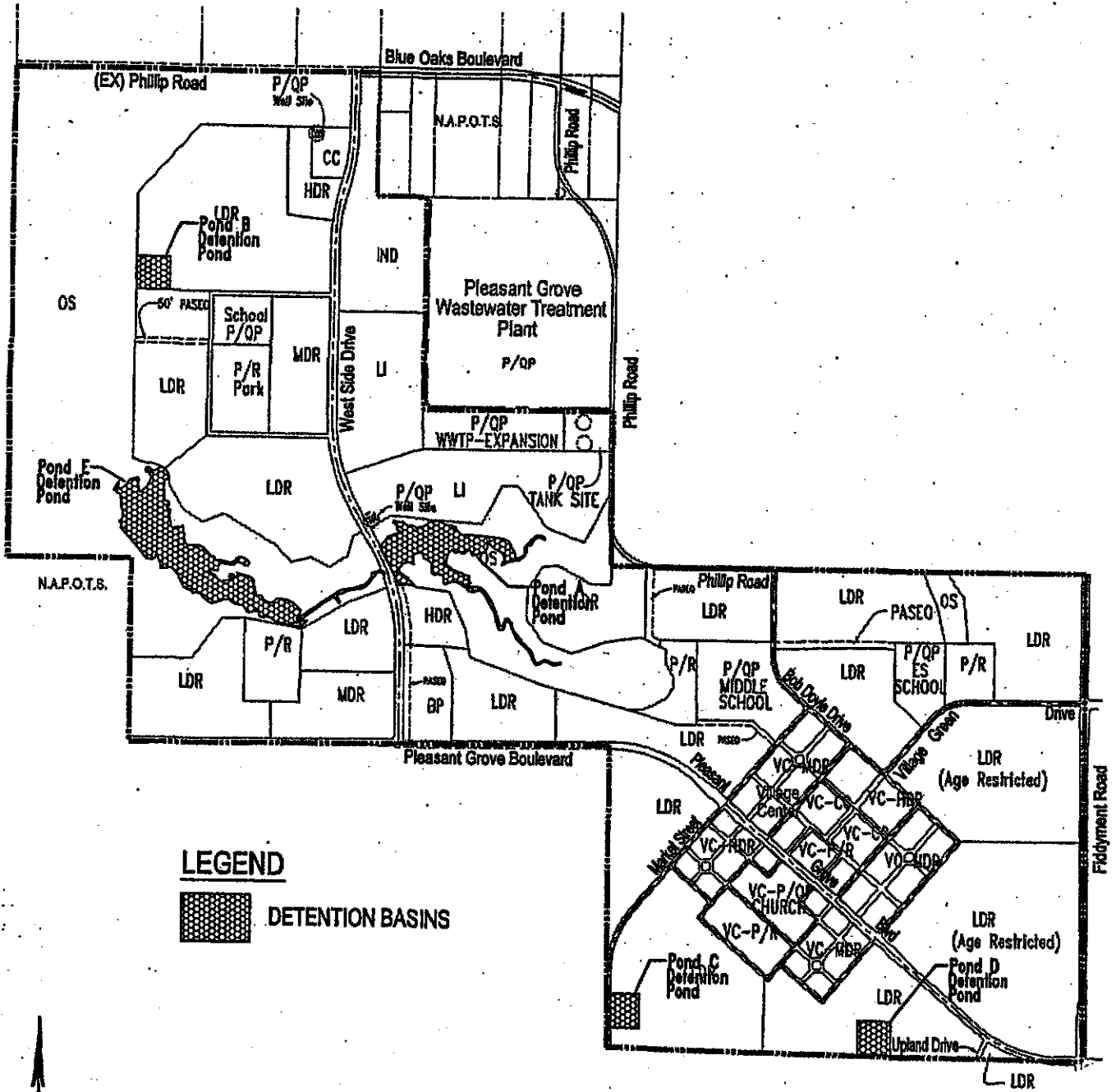



LEGEND

 100 YEAR FLOODPLAIN

NO.00000/00000/EX.AA.KSL.DWG.08.05.03 1:18 pm - shobhar
NO.00000/00000/PLANNING.DWG

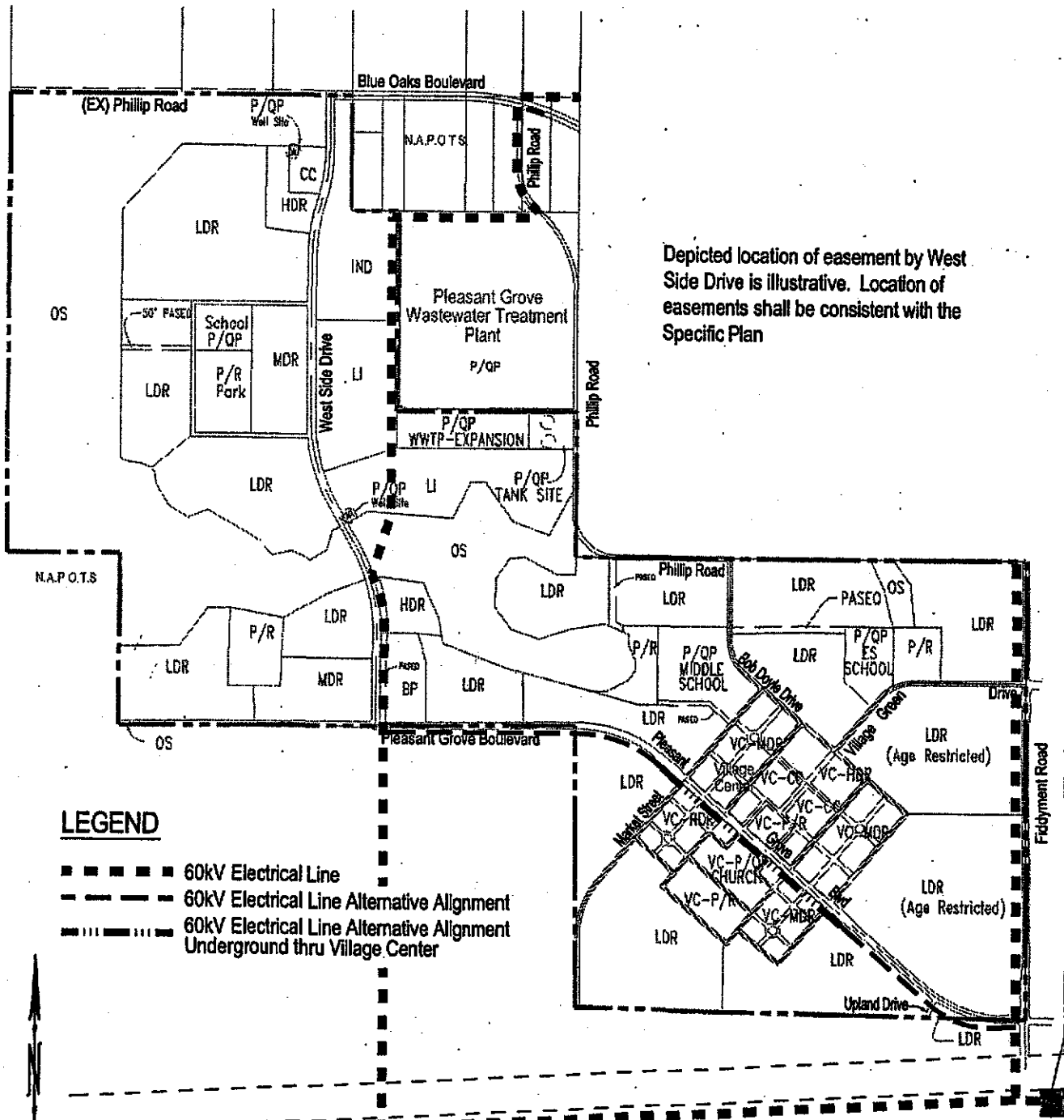
Exhibit BB Detention Basins



LEGEND
 DETENTION BASINS

M:\0000\PROJECTS\ANNING\DEVELOPMENT\10005-EX-4-RS-TW-03-05-03 1:21 pm - hshar

Exhibit CC 60kV Easement Areas



Depicted location of easement by West Side Drive is illustrative. Location of easements shall be consistent with the Specific Plan

LEGEND

- ■ ■ ■ ■ 60kV Electrical Line
- - - - - 60kV Electrical Line Alternative Alignment
- · - · - · - 60kV Electrical Line Alternative Alignment Underground thru Village Center

Y:\2001\010000\010000-EXHIBIT CC.DWG 12-18-03 10:59 am - phdhr



Exhibit
EE

**Economic &
Planning Systems**

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

DRAFT REPORT

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

Prepared for:

City of Roseville

Prepared by:

Economic & Planning Systems, Inc.

September 20, 2003

EPS #11531

SACRAMENTO

1750 Creekside Oaks Drive, Suite 100
Sacramento, CA 95825-5557
www.epsys.com

BERKELEY

1000 University Avenue
Berkeley, CA 94702-1801

DENVER

1000 University Avenue
Berkeley, CA 94702-1801

Phone: 916-453-0110

0204 0000 0118 0140

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Summary of Development Impact Fees	2
II. FINANCIAL ANALYSIS	4
Key Assumptions	4
Cost Allocation and Fees	7
Cash Flow Analysis	11

APPENDIX A: Park Cost Estimates, HLA Group

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Table 2	Park Costs 5
Table 3	West Roseville Residential Development Schedule 6
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I. WRSP PARKS FINANCING PLAN SUMMARY

SUMMARY

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

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

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

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

COST DISTRIBUTION BETWEEN WESTPARK AND FIDDYMENT RANCH

Costs for parks and other facilities are allocated equitably throughout the Specific Plan, and fees will be established on a per-unit basis¹. For neighborhood parks and bike trails, the costs for facilities located in Westpark and Fiddymment Ranch were summed together and then divided by all Westpark and Fiddymment Ranch development so that all single-family units—regardless of location—pay a single fee amount. Similarly, all multifamily units, set at a lower park usage rate than single-family units, pay another single fee amount. For citywide parks, the single-family fee is set equal to the multifamily fee, per a City ordinance.

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

SUMMARY OF DEVELOPMENT IMPACT FEES

Table 1 provides an analysis of the required park development impacts fees. The fees are based on 2003 cost estimates and will be subject to an annual inflationary adjustment (July 1), based on the Construction Cost Index², the same index used to inflate other development fees in the City.

² As reported in the Engineering News Record.

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

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

"fee_summary"
"11531 parks model.xls"

II. FINANCIAL ANALYSIS

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

KEY ASSUMPTIONS

PARKS AND COSTS INCLUDED IN THE FINANCING PLAN

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

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

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

Costs for citywide parks have been spread as follows:

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

LAND USE

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

DRAFT

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

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

Sources: HLA Group, EPS.

"park_costs"

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

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

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

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

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

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

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

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

Source: Wood Rodgers, July 10, 2003.

"parks_sched"

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

COST ALLOCATIONS AND FEES

PERSONS SERVED/(EQUIVALENT DWELLING UNITS)

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

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

COST ALLOCATION

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

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

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

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

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

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

DRAFT

Buildout

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

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

parks_EDUs

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

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

"parkcost_EDUdist"

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

[2] See Table 4 for EDU calculations.

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

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

"parkcost_dist"

- [1] See Table 2 for total park costs
[2] See Table 5 for Distribution Calculations.

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

DEVELOPMENT IMPACT FEES

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

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

CASH FLOW ANALYSIS

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

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

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

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

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Westpark

Item	Formula	Land Use				Total
		Single Family	Multi Family	High Density	Mixed Use	
		Low Density	Medium Density	Low Density Active-Adult	High Density	Mixed Use
Citywide Parks						
Total Cost Allocated to Westpark [1]	A = \$7,187,122					
EDU Distribution [2]	B	49%	17%	17%	17%	1%
Allocated Cost	C=A*B	\$3,500,770	\$1,189,418	\$1,197,854	\$1,231,596	\$67,485
Units	D	1,971	670	675	694	38
Per-Unit Cost, Citywide Parks	E=C/D	\$1,776	\$1,776	\$1,776	\$1,776	\$1,776
Neighborhood Parks						
Total Cost Allocated to Westpark [1]	A = \$7,841,353					
EDU Distribution [2]	B	54%	18%	13%	14%	1%
Allocated Cost	C=A*B	\$4,249,563	\$1,443,827	\$1,030,441	\$1,059,468	\$58,053
Units	D	1,971	670	675	694	38
Per-Unit Cost, Neighborhood Parks	E=C/D	\$2,156	\$2,156	\$1,528	\$1,528	\$1,528
Bike Trails						
Total Cost Allocated to Westpark [1]	A = \$1,923,950					
EDU Distribution [2]	B	54%	18%	13%	14%	1%
Allocated Cost	C=A*B	\$1,042,671	\$354,257	\$252,829	\$259,951	\$14,244
Units	D	1,971	670	675	694	38
Per-Unit Cost, Bike Trails	E=C/D	\$529	\$529	\$375	\$375	\$375
Paseos						
Total Cost Allocated to Westpark [1]	A = \$2,309,241					
EDU Distribution [2]	B	54%	18%	13%	14%	1%
Allocated Cost	C=A*B	\$1,251,476	\$425,200	\$303,460	\$312,008	\$17,096
Units	D	1,971	670	675	694	38
Per-Unit Cost, Paseos	E=C/D	\$635	\$635	\$450	\$450	\$450
Total Per Unit Cost		\$5,095	\$5,095	\$4,128	\$4,128	\$4,128

wp_perunit

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

Table 8

Parks Financing Plan
West Roseville Specific Plan

Cost Allocation, Per-Unit Costs, and Fees: Fiddlyment Ranch

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Fiddlyment Ranch

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

"fr_perunit"

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

[2] See Table 4 for EDU Distribution calculations.

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

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

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

"frontage_credit"

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

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

revenue_citywide

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

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

Item	Fee per Unit [1]	Park Fee Revenue				Total
		Phase 1	Phase 2	Phase 3	Phase 4	
Units						
Single Family						
West Park		518	944	466	713	2,641
Fiddymt Ranch		800	998	1,172	0	2,970
Total SF Units		1,318	1,942	1,639	713	5,611
Low Density Active Adult (LD-AA)						
West Park		675	0	0	0	675
Fiddymt Ranch		0	0	0	0	0
Total LD-AA Units		675	0	0	0	675
Multi-Family						
West Park		0	423	143	166	732
Fiddymt Ranch		675	188	129	0	992
Total MF Units		675	611	272	166	1,723
REVENUES: Neighborhood Parks						
Single Family	\$2,156 per unit					
West Park		\$1,116,150	\$2,035,694	\$1,005,559	\$1,535,987	\$5,693,390
Fiddymt Ranch		\$1,724,401	\$2,150,381	\$2,527,210	\$0	\$6,401,992
Subtotal Single-Family Revenues		\$2,840,551	\$4,186,075	\$3,532,769	\$1,535,987	\$12,095,382
Low Density Active Adult (LD-AA)	\$1,528 per unit					
West Park		\$1,030,441	\$0	\$0	\$0	\$1,030,441
Fiddymt Ranch		\$0	\$0	\$0	\$0	\$0
Subtotal LD-AA Revenues		\$1,030,441	\$0	\$0	\$0	\$1,030,441
Multi Family	\$1,528 per unit					
West Park		\$0	\$645,840	\$217,699	\$253,982	\$1,117,521
Fiddymt Ranch		\$1,030,441	\$287,363	\$197,380	\$0	\$1,515,184
Subtotal Multi-Family Revenues		\$1,030,441	\$933,203	\$415,079	\$253,982	\$2,632,705
Total Neighborhood Parks Revenues		\$4,901,434	\$5,119,278	\$3,947,848	\$1,789,969	\$15,758,529

revenue_neighborhood

[1] All fees exclude administrative costs.

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

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

revenue_trails.paseos

[1] All fees exclude administrative costs.

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

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

"cashflow"

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

DRAFT

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

cashflow_citywide

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DRAFT

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

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

cashflow_neighborhood

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

DRAFT

Item	Trails System (Bike Trails In Open Space and Paseos)			
	Phase 1	Phase 2	Phase 3	Phase 4
Beginning Balance	\$0	(\$71,398)	\$562,213	\$503,496
REVENUES				
Westpark Revenues				
Bike Trails in Open Space	\$526,687	\$657,940	\$300,138	\$439,186
WP Paseos	\$632,161	\$789,699	\$360,244	\$527,137
Total Westpark Revenues	\$1,158,848	\$1,447,639	\$660,382	\$966,323
Fiddymnt Ranch Revenues				
Bike Trails in Open Space	\$675,927	\$598,124	\$668,504	\$0
FR Paseos	\$0	\$0	\$0	\$0
Total Fiddymnt Ranch Revenues	\$675,927	\$598,124	\$668,504	\$0
TOTAL REVENUES	\$1,834,774	\$2,045,763	\$1,328,886	\$966,323
EXPENDITURES				
Westpark Construction				
Bike Trails in Open Space	\$103,320	\$79,028	\$466,170	\$1,211,243
WP Paseos	\$1,025,492	\$278,092	\$747,080	\$258,577
Total Westpark Expenditures	\$1,128,812	\$357,120	\$1,213,250	\$1,469,820
Fiddymnt Ranch Construction				
Bike Trails in Open Space	\$777,360	\$1,055,033	\$174,353	\$0
FR Paseos	\$0	\$0	\$0	\$0
Total Fiddymnt Ranch Expenditures	\$777,360	\$1,055,033	\$174,353	\$0
TOTAL EXPENDITURES	\$1,906,172	\$1,412,152	\$1,387,603	\$1,469,820
Ending Balance (1)	(\$71,398)	\$562,213	\$503,496	\$0

cashflow_trailspaceos

(1) Any negative balance in a given phase will be resolved in implementation.



Economic
Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

APPENDIX A

PARK COST ESTIMATE

PROVIDED BY HLA GROUP

AUGUST 15, 2003

DRAFT

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

Parcel	MOU Area Cost	WRSP Cost	Acres/ Linear Feet	Frontage Improvements Quantity	Cost	Park Cost: Financing Plan
Citywide Parks						
			<i>Acres</i>	<i>Linear Feet</i>		
F-54	\$10,415,872	\$1,474,454	16.2	1,780	\$97,000	\$1,474,454
F-55	\$7,720,249	\$4,653,215	29.8	1,104	\$33,111	\$4,653,215
F-56	\$11,865,350	\$7,151,585	45.8	1,696	\$50,889	\$7,151,585
F-83 Community Garden Pkg	\$102,670	\$102,670	5.9	0	\$0	\$102,670
W-54		\$840,480	3.5	1,600	\$0	\$840,480
Subtotal Citywide Parks		\$14,222,404	101.2		\$181,000	\$14,222,404
Neighborhood Parks						
			<i>Acres</i>	<i>Linear Feet</i>		
F-50		\$1,733,846	7.8	1,760	\$53,200	\$1,680,646
F-51		\$1,871,600	8.9	1,950	\$60,000	\$1,611,600
F-52		\$1,014,463	5.9	1,395	\$41,850	\$972,613
F-53		\$1,261,696	6.0	1,840	\$55,200	\$1,206,496
W-50		\$2,508,800	14.1	1,600	\$50,000	\$2,458,800
W-51		\$2,265,253	12.1	1,200	\$36,000	\$2,229,253
W-52		\$1,570,304	7.9	500	\$16,000	\$1,554,304
W-53		\$1,853,312	9.1	2,400	\$72,000	\$1,781,312
W-54		\$599,713	3.5	1,600	\$50,000	\$549,713
W-55		\$1,729,792	8.2	500	\$16,000	\$1,713,792
Subtotal Neighborhood Parks		\$16,208,779	83.5		\$450,250	\$15,758,529
Bike Trails in Open Space [1]						
			<i>Linear Feet</i>			
F-83		\$346,000	4,500		\$337,500	\$346,000
F-84		\$447,500	4,900		\$367,500	\$447,500
F-85		\$125,250	1,650		\$123,750	\$125,250
Between OS P-85 & Phillip Rd		\$33,000	400		\$30,000	\$33,000
F-86		\$247,000	2,500		\$187,500	\$247,000
F-87		\$88,000	1,000		\$75,000	\$88,000
F-88		\$181,500	2,100		\$157,500	\$181,500
F-89		\$115,500	1,500		\$112,500	\$115,500
Veterans Park Trail (OS F-83 - Crocker Ranch Rd)		\$74,250	950		\$71,250	\$74,250
Veterans Park Trail (Crocker Ranch Rd - Veterans Park)		\$54,250	550		\$41,250	\$54,250
W-81		\$984,750	11,250		\$843,750	\$984,750
W-82		\$84,000	950		\$71,500	\$84,000
W-83		\$362,500	4,200		\$315,000	\$362,500
Design Fees (8%)		\$251,480			\$218,720	\$251,480
Design Contingency (15%)		\$471,525			\$410,100	\$471,525
Subtotal Bike Trails in Open Space		\$3,866,505	36,450		\$2,952,720	\$3,866,505
Paseos [2]						
			<i>Acres</i>	<i>Bike Trail LF</i>	<i>Cost</i>	
F-90		\$376,727	1.2	1,000	\$0	\$0
F-91		\$247,057	0.9	700	\$0	\$0
F-92		\$820,070	3.0	2,400	\$0	\$0
F-93		\$315,201	1.1	800	\$0	\$0
W-84		\$258,577	0.9	800	\$258,577	\$258,577
W-85		\$278,092	1.1	800	\$278,092	\$278,092
W-87		\$747,080	2.7	1,650	\$747,080	\$747,080
W-88		\$450,507	1.5	1,600	\$450,507	\$450,507
W-89		\$574,985	2.1	1,250	\$574,985	\$574,985
Subtotal Paseos		\$4,068,296		11,000		\$2,308,241
Total		\$36,365,984				\$36,156,679

HLA_costs

Source: HLA Group

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

West Roseville Specific Plan Cost Synopsis

West Roseville Specific Plan

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

I. CITY WIDE PARKS	<u>Total</u> <u>Improvements Costs</u>	<u>WRSP Fee</u> <u>Improvement Costs</u>	
▪ Park Site F-54	\$10,415,872.00	\$ 1,474,454.00	
▪ Park Site F-55/56	\$19,585,599.00	\$11,804,800.00	
▪ Community Garden Parking	\$102,670.00	\$102,670.00	
▪ Park Site W-54	<u>0.00</u>	<u>\$840,480.00</u>	
Total City Wide Park	\$30,104,141.00	\$14,222,404.00	
II. NEIGHBORHOOD PARKS			
▪ Park Site F-50	\$1,733,846.00	\$1,733,846.00	
▪ Park Site F-51	\$1,671,600.00	\$1,671,600.00	
▪ Park Site F-52	\$1,014,463.00	\$1,014,463.00	
▪ Park Site F-53	\$1,261,696.00	\$1,261,696.00	
▪ Park Site W-50		\$2,508,800.00	\$2,508,8
▪ Park Site W-51		\$2,265,253.00	\$2,265,2
▪ Park Site W-52		\$1,570,304.00	\$1,570,3
▪ Park Site W-53		\$1,853,312.00	\$1,853,3
▪ Park Site W-54		\$1,440,193.00	\$599,713
▪ Park Site W-55		<u>\$1,729,792.00</u>	<u>\$1,729,7</u>
Total Neighborhood Parks	\$17,049,259.00	\$16,208,779.00	
III. TRAIL SYSTEM			
▪ Bike Trails in Open Space	\$3,866,505.00	\$3,866,505.00	
▪ Paseo F-90	\$376,727.00	\$376,727.00	
▪ Paseo F-91	\$247,057.00	\$247,057.00	
▪ Paseo F-92	\$820,070.00	\$820,070.00	
▪ Paseo F-93	\$315,201.00	\$315,201.00	
▪ Paseo W-84	\$258,577.00	\$258,577.00	
▪ Paseo W-85	\$278,092.00	\$278,092.00	
▪ Paseo W-87	\$747,080.00	\$747,080.00	
▪ Paseo W-88	\$450,507.00	\$450,507.00	
▪ Paseo W-89	<u>\$574,985.00</u>	<u>\$574,985.00</u>	
Total Trail System	\$7,934,801.00	\$7,934,801.00	

Footnote:

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

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

Cost Estimates**Park Site F-50****West Roseville Specific Plan****7.8 Acres****August 15, 2003****The HLA Group, Landscape Architects & Planners, Inc.**

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

SUBTOTAL = \$1,354,568.00

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

TOTAL = \$1,733,846.00

Cost per Acre \$222,288.00

Cost Estimates

Park Site F-51

West Roseville Specific Plan

8.9 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		178,000.00
2	Irrigation		390,000.00
3	Concrete Walkway Paving		133,600.00
4	Street Frontage Improvements	(1,950 LF)	60,000.00
5	Seeding for Turf		38,000.00
6	Planting of Trees and Shrubs		90,000.00
7	Signage	(1)	10,000.00
8	Youth Baseball Diamond (w/o outfield fence)	(1)	95,000.00
9	Soccer Field	(2)	100,000.00
10	Neighborhood Park Play Apparatus	(1)	80,000.00
11	Group Picnic Area Medium (25 person)	(1)	50,000.00
12	Joint use Parking	(15)	22,500.00
13	Restroom	(1)	125,000.00
14	Drinking Fountain	(1)	5,000.00
15	Benches	(6)	4,200.00
16	Trash Receptacles	(6)	3,000.00
17	Informal Picnic Tables	(10)	8,000.00
18	Bicycle Parking	(1)	<u>700.00</u>

SUBTOTAL = \$1,393,000.00

- Design Fees (8%) 111,440.00
- Utility Fees (5%) 69,650.00
- Design Contingency (15%) 208,950.00

TOTAL = \$1,671,600.00

Cost per Acre \$ 187,820.00

Cost Estimates**Park Site F-52****West Roseville Specific Plan****5.9 Acres****August 15, 2003****The HLA Group, Landscape Architects & Planners, Inc.**

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

Cost per Acre \$171,943.00

Cost Estimates

Community Garden Parking (F-83)

West Roseville Specific Plan

5.9 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Finish Grading		\$3,750.00
2	Irrigation		\$7,500.00
3	Planting of Trees and Shrubs		15,000.00
4	Parking	(35)	52,500.00
5	Bike Trail Entry Point/Signage	(1)	<u>1,500.00</u>
	SUBTOTAL	=	\$80,250.00

- Design Fees (8%) 6,420.00
- Utility Fees (5%) 4,000.00
- Design Contingency (15%) 12,000.00

TOTAL = \$102,670.00

Cost Estimates**Park Site F-53**

West Roseville Specific Plan

6.0 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		120,000.00
2	Irrigation		261,000.00
3	Concrete Walkway Paving		75,000.00
4	Street Frontage Improvements	(1,840 LF)	55,200.00
5	Seeding for Turf		25,800.00
6	Planting of trees and Shrubs		60,000.00
7	Signage	(1)	10,000.00
8	Soccer Field	(1)	50,000.00
9	Neighborhood Park Play Apparatus	(1)	80,000.00
10	Group Picnic Area Medium (25 person)	(1)	50,000.00
11	Basketball Court	(1)	30,000.00
12	Volleyball Court (Sand)	(1)	25,000.00
13	Restroom	(1)	125,000.00
14	Drinking Fountain	(1)	5,000.00
15	Benches	(6)	4,200.00
16	Trash Receptacles	(8)	4,000.00
17	Informal Picnic Tables	(6)	4,800.00
18	Bicycle Parking	(1)	<u>700.00</u>
	SUBTOTAL	=	\$985,700.00

• Design Fees (8%)	78,856.00
• Utility Fees (5%)	49,285.00
• Design Contingency (15%)	<u>147,855.00</u>
TOTAL	= \$1,261,696.00

Cost per Acre \$210,282.00

Cost Estimates

Park Site F-54

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

90.9 Acres

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost per Acre \$114,586.00

Cost Estimates

Park Site F-54

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

16.2 Acres

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading (6AC)		120,000.00
2	Irrigation (4AC)		174,240.00
3	Concrete Walkway Paving		120,000.00
4	Street Frontage Improvements	(900 LF)	27,000.00
5	Seeding for Turf (4AC)		17,200.00
6	Planting of Trees and Shrubs (4AC)		40,000.00
7	Signage	(1)	10,000.00
8	Decomposed Granite Paths		42,000.00
9	Frisbee Golf Course (18-holes)	(1)	20,000.00
10	Community Park Play Apparatus	(1)	125,000.00
11	Group Picnic Area Large (80-100 person)	(1)	80,000.00
12	Park Road Improvements	(880 LF)	70,000.00
16	Parking	(50)	75,000.00
17	Park and Ride Spaces	(20)	30,000.00
18	Restroom/Concessions Building	(1)	150,000.00
19	Drinking Fountain	(3)	15,000.00
20	Benches	(10)	7,000.00
21	Trash Receptacles	(8)	4,000.00
22	Informal Picnic Tables	(10)	8,000.00
23	Bicycle Parking	(2)	1,400.00
24	Volleyball (turf)	(2)	6,000.00
25	Horseshoe Pits	(2)	<u>10,000.00</u>
	SUBTOTAL	=	\$1,151,840.00
	• Design Fees (8%)		92,208.00
	• Utility Fees (5%)		57,630.00
	• Design Contingency (15%)		<u>172,776.00</u>
	TOTAL	=	\$1,474,454.00

Cost per Acre \$91,015.00

Cost Estimates

Park Site F-54

**West Roseville Specific Plan: Improvement Costs as Funding Becomes Available 74.7 Acres
August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading (19AC)		380,000.00
2	Irrigation (14AC)		609,840.00
3	Concrete Walkway Paving		155,000.00
4	Street Frontage Improvements	(2,300 LF)	70,000.00
5	Seeding for Turf (14AC)		60,200.00
6	Planting of Trees and Shrubs (14AC)		140,000.00
7	Signage	(4)	40,000.00
8	Decomposed Granite Paths		78,000.00
9	Community Park Play Apparatus	(4)	500,000.00
10	Group Picnic Area Large (80-100 person)	(4)	320,000.00
11	Group Picnic Area Medium (25 person)	(2)	100,000.00
12	Multi-Purpose Center	10,000 SF @ \$250	2,500,000.00
13	Detention Meadow (3.2AC)		75,000.00
14	Park Road Improvements	(3,470 LF)	277,600.00
15	Parking	(520)	780,000.00
16	Restroom/Concessions Building	(2)	300,000.00
17	Drinking Fountain	(9)	45,000.00
18	Benches	(20)	14,000.00
19	Trash Receptacles	(22)	11,000.00
20	Informal Picnic Tables	(50)	40,000.00
21	Bicycle Parking	(8)	5,600.00
22	Footbridge	(9)	450,000.00
23	Horseshoe Pits	(8)	<u>40,000.00</u>
	SUBTOTAL	=	\$6,991,240.00
	• Design Fees (8%)		559,299.00
	• Utility Fees (5%)		349,562.00
	• Design Contingency (15%)		<u>1,048,686.00</u>
	TOTAL	=	\$8,948,787.00

Cost per Acre \$119,796.00

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

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

Cost per Acre \$259,082.00

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Cost Estimates**Park Site F-55/56****West Roseville Specific Plan: WRSP City Wide Fee Improvement Costs 75.6 Acres
August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimates

Park Site F-55/56

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

The HLA Group, Landscape Architects & Planners, Inc.

26	Informal Picnic Tables	(30)	24,000.00
27	Bicycle Parking	(5)	<u>3,500.00</u>
	SUBTOTAL	=	\$9,222,500.00
	• Design Fees (8%)		737,800.00
	• Utility Fees (5%)		461,125.00
	• Design Contingency (15%)		<u>1,383,375.00</u>
	TOTAL	=	\$11,804,800.00

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

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimates

Park Site F-55/56

West Roseville Specific Plan: School District Improvement Costs
August 15, 2003

75.6 Acres

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimates

Park Site F-55/56

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

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimates

Park Site F-55/56

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

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimates**Park Site W-50****West Roseville Specific Plan****14.1 Acres****August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

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

SUBTOTAL = **\$1,960,000.00**

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

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

Cost per Acre \$177,929.00

Cost Estimates**Park Site W-51****West Roseville Specific Plan****12.1 Acres****August 15, 2003****The HLA Group, Landscape Architects & Planners, Inc.**

1	Site Drainage and Grading		242,000.00
2	Irrigation		527,000.00
3	Concrete Walkway Paving		150,000.00
4	Street Frontage Improvements	(1200 LF)	36,000.00
5	Seeding for Turf		52,030.00
6	Planting of Trees and Shrubs		120,000.00
7	Signage		10,000.00
8	Softball Diamond (w/o outfield fence)	(2)	190,000.00
9	Soccer Field	(1)	50,000.00
10	Neighborhood Park Play Apparatus		80,000.00
11	Group Picnic Area Medium (25 person)		50,000.00
12	Basketball Court		30,000.00
13	Parking	(50)	75,000.00
14	Restroom	(1)	125,000.00
15	Drinking Fountain	(2)	10,000.00
16	Benches	(6)	4,200.00
17	Trash Receptacles	(15)	7,500.00
18	Informal Picnic Tables	(12)	9,600.00
19	Bicycle Parking	(2)	<u>1,400.00</u>
	SUBTOTAL	=	\$1,769,730.00

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

TOTAL	=	\$2,265,253.00
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Cost per Acre \$187,211.00

Cost Estimates

Park Site W-52

West Roseville Specific Plan

7.9 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		158,000.00
2	Irrigation		344,000.00
3	Concrete Walkway Paving		133,600.00
4	Street Frontage Improvements	(500 LF)	16,000.00
5	Seeding for Turf		34,000.00
6	Planting of Trees and Shrubs		80,000.00
7	Signage		10,000.00
8	Youth Baseball Diamond (w/outfield fence)	(1)	95,000.00
9	Soccer Field	(1)	50,000.00
10	Neighborhood Park Play Apparatus	(1)	80,000.00
11	Group Picnic Area Medium (25 person)		50,000.00
12	Joint Use Parking	(21)	31,500.00
13	Restroom	(1)	125,000.00
14	Drinking Fountain	(1)	5,000.00
15	Benches	(6)	4,200.00
16	Trash Receptacles	(10)	5,000.00
17	Informal Picnic Tables	(6)	4,800.00
18	Bicycle Parking	(1)	<u>700.00</u>
	SUBTOTAL	=	\$1,226,800.00

- Design Fees (8%) 98,144.00
- Utility Fees (5%) 61,340.00
- Design Contingency (15%) 184,020.00

TOTAL = \$1,570,304.00

Cost per Acre \$198,772.00

Cost Estimates**Park Site W-53****West Roseville Specific Plan****9.1 Acres****August 15, 2003**

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$1,853,312.00

Cost per Acre \$203,660.00

Cost Estimates

Park Site W-54

West Roseville Specific Plan: Total Improvement Costs

3.5 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

SUBTOTAL = \$1,125,150.00

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

TOTAL = \$1,440,193.00

Cost per Acre \$411,485.00

Cost Estimates

Park Site W-54

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

The HLA Group, Landscape Architects & Planners, Inc.

1	Site Drainage and Grading		0.00
2	Irrigation		0.00
3	Concrete Walkway Paving		85,625.00
4	Seat Walls		44,000.00
5	Street Frontage Improvements	(1600 LF)	0.00
6	Seeding for Turf		0.00
7	Planting of Trees and Shrubs		0.00
8	Signage		0.00
9	Interactive Water Play Feature		100,000.00
10	Independent Play Structures		0.00
11	Civic Plazas (2)		150,000.00
12	Plaza Fountain		75,000.00
13	Central Structure/Stage		150,000.00
14	Concrete Bollards (45)		22,500.00
15	Drinking Fountain	(1)	5,000.00
16	Benches	(24)	16,800.00
17	Trash Receptacles	(6)	3,000.00
18	Informal Picnic Tables	(5)	4,000.00
19	Bicycle Parking	(1)	<u>700.00</u>
	SUBTOTAL	=	\$656,625.00
	• Design Fees (8%)		52,530.00
	• Utility Fees (5%)		32,831.00
	• Design Contingency (15%)		98,494.00
	TOTAL	=	\$840,480.00

Cost per Acre \$240,137.00

Cost Estimates

Park Site W-54

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

The HLA Group, Landscape Architects & Planners, Inc.

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

SUBTOTAL = \$468,525.00

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

TOTAL = \$599,713.00

Cost per Acre \$171,347.00

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

The HLA Group, Landscape Architects & Planners, Inc.

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

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

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

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

Cost per Acre \$210,950.00

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Cost Estimate

Bike Trails through Open Space

West Roseville Specific Plan

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

Open Space

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

Cost Estimate**Bike Trails through Open Space**

West Roseville Specific Plan

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimate

Bike Trails through Open Space

West Roseville Specific Plan

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost Estimate

Paseo F-90

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

1.2 Acres

The HLA Group, Landscape Architects & Planners, Inc.

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

SUBTOTAL = \$277,006.00

- Design Fees (8%) 22,160.00
- Utility Fees (5%) 13,850.00
- Design Contingency (15%) 41,551.00

TOTAL = \$376,727.00

Cost per Acre \$313,939.00

Cost Estimate

Paseo F-91

West Roseville Specific Plan

.9 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$247,057.00

Cost per Acre \$274,507.00

Cost Estimate

Paseo F-92

West Roseville Specific Plan

3.0 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$820,070.00

Cost per Acre \$273,356.00

Cost Estimate

Paseo F-93

West Roseville Specific Plan

1.1 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

1	Finish Grading		26,133.00
2	Irrigation		52,275.00
3	Planting of Trees and Shrubs		104,544.00
4	Bike Trail Entry Point/Signage	(1)	1,500.00
5	Benches	(2)	1,000.00
6	Trash Receptacles	(2)	800.00
7	Bicycle Trail (Path and Shoulder)	(800 LF)	<u>60,000.00</u>

SUBTOTAL = \$246,252.00

- Design Fees (8%) 19,700.00
- Utility Fees (5%) 12,312.00
- Design Contingency (15%) 36,937.00

TOTAL = \$315,201.00

Cost per Acre \$286,546.00

Cost Estimate

Paseo W-84

West Roseville Specific Plan

.9 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$258,577.00

Cost per Acre \$287,307.00

Cost Estimate

Paseo W-85

West Roseville Specific Plan

1.1 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$278,092.00

Cost per Acre \$252,810.00

Cost Estimate

Paseo W-87

West Roseville Specific Plan

2.7 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

Cost per Acre \$276,696.00

Cost Estimate

Paseo W-88

West Roseville Specific Plan

1.5 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$450,507.00

Cost per Acre \$300,338.00

Cost Estimate

Paseo W-89

West Roseville Specific Plan

2.1 Acres

August 15, 2003

The HLA Group, Landscape Architects & Planners, Inc.

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

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

TOTAL = \$574,985.00

Cost per Acre \$273,802.00

Cost Estimates**Typical Unit Prices**

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

Neighborhood/Joint-Use/Community Parks

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

Cost Estimates**Typical Unit Prices**

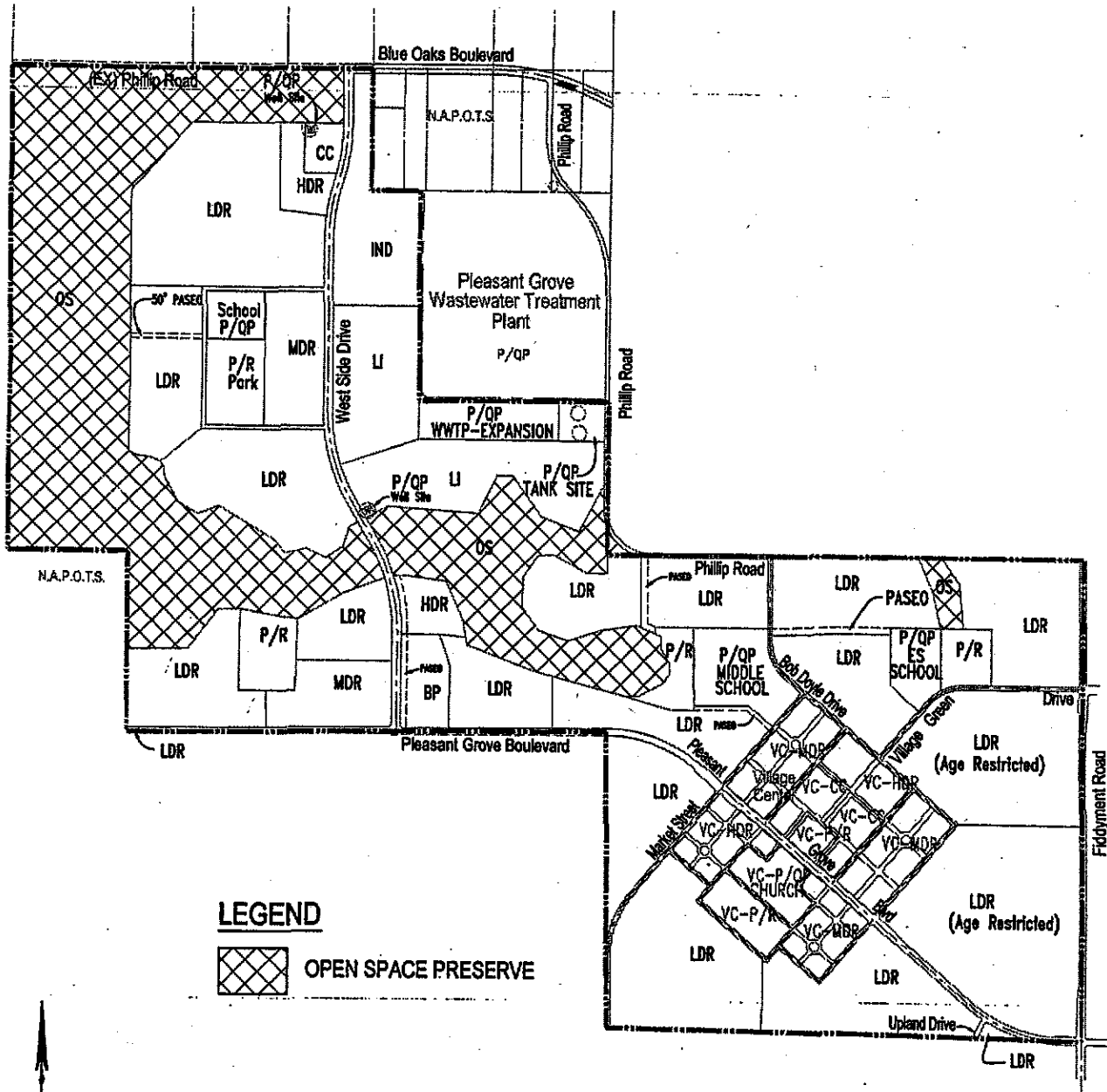
**West Roseville Specific Plan
August 15, 2003**

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

Paseos

1	Finish Grading	\$0.50	SF
2	Irrigation	\$1	SF
3	Street Frontage Improvements (curb & gutter, street lights)	\$20	LF plus \$3,000/light
4	Planting of Trees and Shrubs	\$2	SF
5	Signage	\$10,000	Site
6	Benches	\$700	EA
7	Trash Receptacles	\$500	EA
8	Bicycle Trail and Shoulder	\$75	LF
9	Bike Trail Kiosk	\$2,500	EA
10	Bike Trail Entry Point/Signage	\$1,500	EA
11	Trail Culvert Crossings	\$10,000	EA

Open Space Preserve Areas



LEGEND

 OPEN SPACE PRESERVE



West Roseville Specific Plan Infrastructure Phasing & Reimbursement Schedule

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

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

The following general requirements apply to all phases:

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

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

Phase 1

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

Streets – Phase 1: Street Phasing Exhibit B

1. Construct northerly half section of Blue Oaks Boulevard (6-lane arterial) including landscaped median, three travel lanes, bike lane, curb, gutter, streetlights, joint trench and in-street utilities from the east property boundary of Fiddymment Ranch west to the intersection with Fiddymment Road (2,669± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 325,610)

2. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Fiddymment Road intersection to the westerly parcel line of F-21 (1,280± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursements from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 129,325)

3. Construct southerly half section of Blue Oaks Boulevard (1,915± LF) adjacent to parcel F-5 including two travel lanes, 14-foot median (which may be

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

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

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

Deleted: .

Deleted:

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

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

c. Credits/Reimbursements:

i) None anticipated.

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

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

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

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

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

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None anticipated.

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

a. Responsibility: Westpark

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

c. Credits/Reimbursements:

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

Sewer-Phase 1: Sewer Phasing Exhibit C

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

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

5. 7. Construct 12-inch sewer line in Fiddymment Road from the entry road at parcels F-22 and F-31 to the connection with the 15-inch sewer line connecting to the Pleasant Grove Trunk Sewer (300± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

8. Construct a 42-inch sewer trunk line in Phillip Road and appurtenances from the northeast corner of the PGWWTP approximately (2,865±) LF south to the southeast corner of W-74.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$355,111)

9. Construct a 33-inch sewer trunk line and appurtenances in Phillip Road from the terminus point of the 42-inch sewer trunk at the southeast corner of W-74 south to Bob Doyle Drive (2,840± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$341,263)

10. Construct a 33-inch sewer trunk line and appurtenances in Bob Doyle Drive from Phillip Road south approximately 885± LF to the northeasterly corner of parcel W-73 and 30-inch sewer trunk line in Bob Doyle Drive from the terminus of the 33-inch sewer trunk line to the intersection of Market Drive 750± LF (1,635± LF).

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

Water-Phase 1: Water Phasing Exhibit D

1. Construct 12-inch water line in Fiddymment Road from the southeast corner of Fiddymment Ranch property to the intersection with Blue Oaks Boulevard, connecting to the 24-inch water line in Blue Oaks Boulevard (3,965± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

2. Construct 12-inch water line in Hayden Parkway from Fiddymment Road intersection at the southeast corner of F-54 west to the intersection with Bob Doyle Drive (3,000± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

3. Construct 16-inch water line in Hayden Parkway from Bob Doyle Drive intersection northwest to future Blue Oaks Blvd. (3,150± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

4. Construct 16-inch water line in Bob Doyle Drive from Hayden Parkway to the south property line of Fiddymment Ranch (2,200± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch

- c. Credits/Reimbursements:
 - i) None anticipated.

- 5. Construct 24-inch water line in Blue Oaks Boulevard from the easterly Fiddyment Ranch boundary to the westerly parcel line of F-21 (4,025±LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$ 170,260)

- 6. Construct 16-inch water line in Fiddyment Road from the intersection of Blue Oaks Blvd. north to the intersection at the entry of parcels F-22 and F-31 (730± LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None

- 7. Construct 12-inch water line from the southwest corner of parcel F-17 to Fiddyment Road at parcels F-22 and F-31 (2,620± LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

- 8. Dedicate 5,000 square foot well site (F-67)
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch

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

c. Credits/Reimbursements:

- i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$308,257)

13. Construct 12-inch water line and appurtenances in Bob Doyle Drive from Pleasant Grove Boulevard to Village Green Drive (2,500± LF) and 24-inch water line north to the northerly boundary of the Westpark property (2,750± LF).

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties under development. (Estimated \$260,293)

14. Construct 24-inch water line and appurtenances in Phillip Road from Bob Doyle Drive to tank site W-74 (3,280± LF).

a. Responsibility: Westpark

b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddyment Ranch and Westpark based on total project potable water demand.

c. Credits/Reimbursements:

- i) None.

15. Construct 24-inch water line and appurtenances in Phillip Road from Tank Site W-74 to connection at the northwest corner of parcel F-56 Regional Park (1,580± LF).

a. Responsibility: Westpark

b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddyment Ranch and Westpark based on total project potable water demand.

c. Credits/Reimbursements:

i) None.

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

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

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

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

i) None.

Recycled Water-Phase 1: Recycled Water Phasing Exhibit E

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

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

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

2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection with the high school entry north to future Blue Oaks Blvd. (1,920± LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

3. Construct 16-inch recycled water line and appurtenances in Bob Doyle Drive from Hayden Parkway to the intersection with Phillip Road (2,200± LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties under development. (Estimated \$72,990)

4. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the intersection with Fiddyment Road west to the northwest corner of parcel F-21 (1,300± LF).
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None anticipated.

5. Construct 6-inch recycled water line and appurtenances in Fiddyment Road, from the southerly boundary of Fiddyment Ranch to the intersection with the entry at parcels F-22 and F-31 past the intersection of Blue Oaks Blvd. (4,695± LF).
 - a. Responsibility: Fiddyment Ranch

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

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

Storm Drainage-Phase 1: Storm Drain Phasing Exhibit F

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

Dry Utilities-Phase 1

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 1.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

2. Relocate existing overhead power lines on existing Fiddymment Road, Old Fiddymment Road and Blue Oaks Blvd. when roadway widening is constructed as required by PG&E and Roseville Electric.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

3. Construct distribution circuits from the electrical substation including all appurtenances as required by Roseville Electric.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

4. Dedicate 1.6 acre site (F-65) for electrical sub-station adjacent to the north side of Blue Oaks Blvd., approximately 1,200 feet west of the intersection of Fiddymment Road and Blue Oaks Blvd. Site shall be dedicated prior to the issuance of the first building permit in the project.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch

- c. Credits/Reimbursements:
 - i) None.
- 5. Abandon and reroute existing overhead power lines on existing Phillip Road when appropriate routes for new connection to PGWWTP are established as required by Roseville Electric.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

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

- 1. Ensure that sewer, water and dry utilities are stubbed to the Regional Park (F-54 – Fiddymment Park) at Fiddymment Road to allow future connections to services.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
- 2. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-53, W-55) in accordance with City of Roseville standards.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

3. Ensure that sewer, water and dry utilities are stubbed to site from Hayden Parkway to allow the development of the Regional Park Site (F-56). This will allow construction of these facilities to proceed at any point in the future.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

4. Construct bike trails and bike trail appurtenances located within Phase 1 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-86, F-87, F-88, and W-82 as shown on the Land Use Phasing and the Bike Path Exhibits.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

5. Construct paseo W-88 with adjacent small lot subdivision W-5 and construct paseo W-89 with adjacent small lot subdivision W-4. Bike trails located within paseos W-88 and W-89 shall be constructed with paseos.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

6. Construct pocket parks F-98, F-99, and F-100 as part of the adjacent small lot subdivisions F-3, F-2, and F-1, respectively, in accordance with the City of Roseville standards.
 - a. Responsibility: Fiddymment Ranch

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

Schools-Phase 1: Land Use Phasing Exhibit A

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

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

c. Credits/Reimbursements:

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

Fire Station-Phase 1: Land Use Phasing Exhibit A

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

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) None.

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

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

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

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

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

ii) _____

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

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

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

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

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

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Reimbursements:

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

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

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

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

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

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Phase 2

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

Streets-Phase 2: Street Phasing Exhibit B

1. Construct 4-lanes of Fiddymment Road (6,995± LF) from Phase 1 terminus north to a point 2,000 LF north of Hayden Parkway where the pavement width shall transition from 4-lanes to 2-lanes with a wider median. Construction shall include landscaped median, travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 709,083)
 - ii) Reimbursement from the City of Roseville/Mourier Land Investment Corp. for Fiddymment Road Realignment. (Estimated \$ 303,403).

2. Construct entire section of Hayden Parkway (north of Blue Oaks Boulevard) from Fiddymment Road to the west side of school site parcel F-70 for approximately (1,809± LF) including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

3. Construct Fiddymment Road Bridge (or bridges) across Pleasant Grove Creek to provide four travel lanes, median or left turn lane if needed, curbs, gutters, sidewalks, handrails, streetlights, joint trench and in-street utilities. Construct associated bikeway improvements with bridge include bike lanes and ramping from bridge to creek corridor.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of Traffic Mitigation Fee (TMF) credits for bridge improvements. (Estimated \$ 5,703,696)

4. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit, or as required by the Director of Public Works.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

5. Install appropriate traffic signal improvements including signage at the intersection of Fiddymment Road and Hayden Parkway located north of Pleasant Grove Creek.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement for the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000)

6. Construct Pleasant Grove Blvd. (4-lane arterial) from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF). Improvements will include a landscaped median, four travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities. Striping and median improvements west of Bob Doyle Drive shall be designed to transition the 4-lane roadway to a 2-lane roadway at the eastern boundary of parcel W-15. The curb and gutter shall remain at the ultimate location.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$316,224)

7. Construct Market Street from Bob Doyle Drive north of the Village Center at parcel W-22 south to the southwest corner of parcel W-10 per City of Roseville standards for collector streets. Improvements will consist of constructing a collector street including curbs and gutters on both sides of the street, pavement, street lights, joint trench and in-street utilities. (4,470± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

8. Construct the two primary residential streets (Street A-1,370± LF and Street B-1,370± LF) through the Village Center in accordance with the Specific Plan and Design Guidelines for primary residential streets, including curbs, joint utilities, gutters, pavement and streetlights.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

9. Construct Upland Drive from Pleasant Grove Boulevard to the southerly property line of the Westpark Property (375± LF). Improvements will consist of constructing a collector street including curbs, gutters, pavement and streetlights.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

10. Install appropriate traffic signal improvements including signage at intersection of Pleasant Grove Boulevard and Market Street.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000)

11. Construct enhanced at-grade pedestrian crossing at Pleasant Grove Boulevard and Market Street.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

Sewer-Phase 2: Sewer Phasing Exhibit C

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

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

5. Construct 21-inch sewer line from the southwest corner of parcel F-6 to connect with the westerly 36-inch stub of the influent junction structure (1,274± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

6. Construct a 24-inch sewer trunk line and appurtenances in Market Street from southwest corner of parcel W-10 to Pleasant Grove Blvd. (2,140± LF) and construct a 30-inch sewer trunk line in Market Street from Pleasant Grove Blvd. north to Bob Doyle Drive (1,385± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$361,365)

7. Construct a sewer line and appurtenances in Pleasant Grove Blvd. from Market Street to Bob Doyle Drive, consisting of approximately 1,125± LF of 15-inch sewer, 1,100± LF of 12-inch sewer line.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None Anticipated.

8. Construct 8-inch sewer from Market Street east along local street to the northwest corner of W-53 (470± LF)
 - a. Responsibility: Westpark

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

Water-Phase 2: Water Phasing Exhibit D

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

4. Dedicate 5,000 square foot well site (F-66)
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None.

5. Construct below ground well facilities on F-66 prior to the construction of residential uses in adjacent residential parcel F-16.
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Fiddyment Ranch
 - c. Credits/Reimbursements:
 - i) None.

6. Construct above ground well facilities on F-66.
 - a. Responsibility: City of Roseville
 - b. Cost Sharing: City of Roseville
 - c. Credits/Reimbursements:
 - i) None.

7. Construct 16-inch water line and appurtenances in Pleasant Grove Blvd. from Bob Doyle Drive west to southeast corner of parcel W-15 (3,650± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None

8. Construct 12-inch water line and appurtenances in Market Street from Bob Doyle Drive to the southwesterly boundary of the Westpark Property and parcel W-10 (4,465± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

9. Construct 12-inch water line (2,690± LF) and appurtenances in Village Center south of Pleasant Grove Boulevard from Market Street through parcel W-25, along northeast boundary of parcel W-53 and through parcel W-24 to northwest corner of parcel W-8.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

10. Construct a 3.0 million gallon potable water storage tank on parcel W-74 including all appurtenances, access road, fencing, gates and landscaping as approved by the City.
 - a. Responsibility: City of Roseville
 - b. Cost Sharing: City of Roseville
 - c. Credits/Reimbursements:
 - i) Not applicable.

Recycled Water-Phase 2: Recycled Water Phasing Exhibit E

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

- b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
2. Construct 6-inch recycled water line in Hayden Parkway from the intersection with Fiddymment Road west to the southwest corner of parcel F-70 (1,850± LF).
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
3. Construct 12-inch recycled water line (2,204± LF) in Pleasant Grove Boulevard from the extension of Bob Doyle Drive to Market Street.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$53,085)
4. Construct a 16-inch recycled water line in Market Street from Pleasant Grove Boulevard southwest to the southwest corner of parcel W-11 (2,230± LF).
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$100,915)

5. Construct 24-inch recycled water line in Pleasant Grove Boulevard from Market Street to southeast corner of parcel W-15 (1,400± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$379,850)

6. Construct backbone recycled water facilities within all roads constructed in Phase 2.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

Storm Drainage-Phase 2: Storm Drain Phasing Exhibit F

1. Construct storm drainage with construction of roadways and in-tract development consistent with City of Roseville improvement standards. Outfall structures and overland release will follow existing terrain.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

2. Construct a drainage detention basin, drainage outfall in the southern portion of W-11 west of Market Street including (75± LF) of 48-inch drain

line, (750± LF) of 36-inch drain line and (1,070± LF) 30-inch drain line in Market Street. Construct a drainage detention basin in W-8.

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

Dry Utilities-Phase 2:

- 1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 2.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.
- 2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

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

- 1. Ensure that infrastructure and utilities are stubbed to neighborhood Parks (F-50, F-52, W-52, W-53 and W-54) in accordance with City of Roseville standards.
 - a. Responsibility: Westpark & Fiddymont Ranch

- b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.
2. Construct bike trails and bike trail appurtenances located in Phase 2 including bike trails, pedestrian/bike bridges, crossings, striping, signage and landscaping along trails in F-83 and F-84, as shown in Phase 2 on the Land Use Phasing and the Bike Path Exhibits.
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
3. Construct paseo W-85 with adjacent small lot subdivision W-12. Bike trails located within paseo W-85 shall be constructed with the paseo.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
4. Construct pocket parks F-96 and F-97 as part of the adjacent small lot subdivisions F-19 and F-9, respectively, in accordance with the City of Roseville standards.
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
5. Construct neighborhood park sites F-50, F-52, W-52, W-53 and W-54.

- a. Responsibility: Westpark & Fiddymment Ranch
- b. Cost Sharing: None. Each development responsible for their own costs.
- c. Credits/Reimbursements:
 - i) None.

Schools-Phase 2: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to school sites (F-70 and W-73) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for elementary school site F-70 and middle school site W-73 concurrent with Phase 2 to provide turn-key facilities. The elementary school (F-70) will be built in time to house the 600th elementary student generated by the project. The middle school (W-73) will be built in time to house the 300th middle school student generated by the project.
 - a. Responsibility: Fiddymment Ranch (Elementary School F-70)
Westpark (Middle School W-73)
 - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
 - c. Credits/Reimbursements:
 - i) Reimbursement from school fees collected in accordance with mitigation agreement.

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

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

1. Construct Pleasant Grove Boulevard (5,000± LF) to a 4-lane arterial standard between Sun City Boulevard and Woodcreek Oaks Boulevard, including bike lanes, curb, gutter, streetlights and landscape median. This construction also includes the construction of a bridge structure over the Kaseberg Creek.
 - a. Responsibility: Westpark

- b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of Traffic Mitigation Fee (TMF) credits for all roadway improvements.
(Estimated \$2,600,000)
2. Construct (468± LF) 21-inch sewer line from the Fiddymment Ranch boundary to the connection at the Pleasant Grove WWTP.
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

Phase 3

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

Streets-Phase 3: Street Phasing Exhibit B

1. Construct Hayden Parkway Bridge across Pleasant Grove Creek to provide two travel lanes, median or left turn lane as needed, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None

2. Construct full section of Hayden Parkway north of Blue Oaks Boulevard including landscaped median, two travel lanes, bike lanes, curbs, gutters, streetlights, joint trench and in-street utilities from school site F-70 west and south to the intersection with Blue Oaks Boulevard, and connect with Hayden Parkway constructed in Phase 1 (6,995± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None

3. Construct the Blue Oaks Blvd. Bridge over Kaseberg Creek adjacent to parcel F-54 to provide six travel lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights, joint trench and in-street utilities.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch

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c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for bridge improvements. (Estimated \$ 3,153,600)

Deleted: Traffic Mitigation Fee (TMF) to Fiddymment Ranch for bridge improvements.

4. Complete the construction of the southern 2-lanes of Blue Oaks Boulevard adjacent to Parcel F-5 by adding the final lift of paving and construct the northern two lanes of the ultimate 6-lane roadway, 38-foot wide landscape median, bike lanes, curb, gutter, street, lights, joint trench and all in-street utilities from Blue Oaks Boulevard west to Hayden Parkway (1,915± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 96,516)

5. Construct 4-lane road section of ultimate 6-lane Blue Oaks Boulevard including 38-foot wide landscape median, bike lanes, curb, gutter, streetlights, joint trench and all in-street utilities from west of the Blue Oaks Boulevard Bridge to the easterly parcel line of F-5 (651± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 18,749)

6. Construct Blue Oaks Boulevard west of Hayden Parkway (1,558± LF) to the westerly boundary of the Fiddymment Ranch parcel. This portion of Blue Oaks Boulevard shall transition 200 feet west of the intersection of Blue Oaks and Hayden Parkway from a 4-lane arterial with 38-foot wide median to a three-lane roadway that would be the southern half of the ultimate 6-lane road. With the 4-lane section and transition area, the road

would include bike lanes, curb, gutter, streetlights, joint trench, and all in street utilities. Within the 3-lane section, the width of pavement would be 40 feet and would include 2 travel lanes, bike lanes, center turn lane, curb and gutter on the south side of the road, streetlights, joint trench, and all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median.

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 194,927)

7. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.

a. Responsibility: Westpark & Fiddymment Ranch

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

c. Credits/Reimbursements:

i) None.

8. *Install appropriate underground traffic signal improvements including barricades and signage at the intersection of Blue Oaks Blvd. and Hayden Parkway.*

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$ 72,000)

9. Construct the northern half of Pleasant Grove Boulevard (2,300± LF) from the easterly boundary of parcel W-15 to West Side Drive. This section of Pleasant Grove Boulevard shall include 44-feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the north side, streetlights, joint trench, all in-street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. This section of roadway shall be designed to transition to a collector roadway west of West Side Drive. This section of roadway shall be constructed as a collector roadway including curb and gutter on each side, streetlights, bike lanes, joint trench, and all in-street utilities. All underground appurtenances required for a future traffic signal at the intersection of Pleasant Grove Boulevard and West Side Drive shall also be constructed.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$203,040)
10. Construct the four lanes and a 38-foot landscape median of West Side Drive from the intersection with Pleasant Grove Boulevard north to the northwest corner of W-29, (1,820± LF) including travel lanes, curbs, gutters, street lights, joint trench and in-street utilities.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$142,560)
11. Construct Pleasant Grove Boulevard (3,000± LF) west of West Side Drive to provide two travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.
- a. Responsibility: Westpark

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b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) Reimbursements from the adjacent owner for ½ the cost of the street construction. (Estimated \$272,160)

Sewer-Phase 3: Sewer Phasing Exhibit C

1. Construct 8-inch sewer line in Hayden Parkway from the northwest corner of parcel F-12 to northeast corner of parcel F-10 (811± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

2. Construct 12-inch sewer line in Hayden Parkway from the terminus of the 8-inch sewer line to the connection with the 15-inch sewer line at the southwest corner of parcel F-8 (3,899± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

3. Construct 8-inch sewer line in local street from the northwest corner of parcel F-51 west to Hayden Parkway (815± LF).

a. Responsibility: Fiddymment Ranch

b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

4. Construct 60-inch effluent outfall line across Blue Oaks Blvd. within the PGWWTP sanitary sewer outfall easement, 100 feet beyond the north and south right of way (300± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) Reimbursement for construction of a portion of the sanitary sewer treatment plant effluent outfall (Estimated \$ 64,800)

5. Construct a new sewer trunk from the northeast corner of W-62 at Phillip Road to West Side Drive, consisting of (3,060± LF) of 24-inch sewer along with appurtenances.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$276,408)

6. Construct a 21-inch sewer line and appurtenances in West Side Drive from the northwest corner of parcel W-62 south to the northeast corner of W-13 (1,330± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow, from the MOU properties upon development. (Estimated \$104,400)

7. Construct (1,755± LF) of 18-inch sewer line and appurtenances in West Side Drive-from the northeast corner of W-13 to Pleasant Grove Boulevard.

- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$125,244)
8. Construct 8-inch sewer and appurtenances along the northerly boundary of parcels W-13 and W-51 (1,730± LF).
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
9. Construct 8-inch sewer and appurtenances along the north side of parcel W-29 and W-15 east from the northwest corner of parcel W-29 (1,660± LF).
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

Water-Phase 3: Water Phasing Exhibit D

1. Construct 16-inch water line and appurtenances in Hayden Parkway from the intersection of Hayden Parkway and parcels F-13 and F-70 southwest to the intersection with Blue Oaks Boulevard and connect to 24" water line in Blue Oaks Boulevard (7,050± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:

- i) None.
2. Construct 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly parcel line of F-21 to the westerly Fiddymment property line (4,430± LF).
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) *Reimbursement for (1,600 LF) of oversizing, based on domestic water demand, from the MOU properties upon development. (Estimated \$ 102,528)*
3. Construct a 3.0 million gallon water storage tank on parcel W-74 including all appurtenances, access road, fencing, gates and landscaping as approved by the City.
- a. Responsibility: City of Roseville
 - b. Cost Sharing: City of Roseville
 - c. Credits/Reimbursements:
 - i) Not applicable.
4. Construct a 16-inch water line and appurtenances in Pleasant Grove Blvd. from terminus of 16" water line at southeast corner of parcel W-15 to West Side Drive (2,300± LF).
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None Anticipated.
5. Construct a 24-inch water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83 (1,760± LF).
- a. Responsibility: Westpark

- b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$286,000)
6. Construct 8-inch water line (1,420± LF) in Pleasant Grove Boulevard from West Side Drive west to southwest corner of parcel W-16.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None Anticipated.

Recycled Water Phase 3: Recycled Water Phasing Exhibit E

1. Construct 6-inch recycled water line and appurtenances in Hayden Parkway from the southwest corner of parcel F-70 southwest to the intersection with parcel F-51 (5,400± LF).
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.
2. Construct 12-inch recycled water line and appurtenances in Hayden Parkway from the intersection at parcel F-51 south to the intersection with Blue Oaks Blvd. (1,820± LF).
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

3. Construct 12-inch recycled water line and appurtenances in Blue Oaks Blvd. from the westerly parcel line of F-21 to the intersection with Hayden Parkway (2,600± LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

4. Construct backbone recycled water facilities within all roads constructed in Phase 3 to serve F-51, F55, F-71, W-51, W-63 and pocket parks.
 - a. Responsibility: Westpark & Fiddymment Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursements:
 - i) None.

5. Construct a 24-inch recycled water line and appurtenances in Pleasant Grove Blvd. from southeast corner of parcel W-15 to West Side Drive (2,300± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$184,412)

6. Construct a 24-inch recycled water line and appurtenances in West Side Drive from Pleasant Grove Blvd. to the south line of parcel W-83. (1,760± LF).
 - a. Responsibility: Westpark

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b. Cost Sharing: Westpark

c. Credits/Reimbursement:

- i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$75,341)

7. Construct backbone recycled water facilities within all roads constructed in Phase 3.

a. Responsibility: Westpark & Fiddymont Ranch

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

c. Credits/Reimbursement:

- i) None.

Storm Drainage-Phase 3: Storm Drain Phasing Exhibit F

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

a. Responsibility: Westpark & Fiddymont Ranch

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

c. Credits/Reimbursement:

- i) None.

2. Construct a culvert for the purpose of restricting flows at West Side Drive and a detention basin for water storage within Open Space parcel W-83.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) None.

Dry Utilities-Phase 3:

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 3.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

2. Construct distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phase including all appurtenances as required by Roseville Electric.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

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

1. Ensure that infrastructure and utilities are stubbed to neighborhood parks (F-51 and W-51) in accordance with City of Roseville standards.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

2. Construct bike trails and bike trail appurtenances located within Phase 3 including bike trails, pedestrian/bike bridges, striping, signage and landscaping in W-83, F-85 and off-site bike trail improvements connecting

to the regional sports park from F-85, as shown on the Land Use Phasing and Bike Path Exhibits.

- a. Responsibility: Westpark & Fiddymment Ranch
- b. Cost Sharing: None. Each development responsible for their own costs.
- c. Credits/Reimbursement:
 - i) None.

3. Construct paseos W-87, F-90, F-91, F-92, and F-93 with adjacent small lot subdivisions W-63, F-8, F-7, F-11 and F-12, respectively. Bike trails located within paseos W-87, F-90, F-91, F-92 and F-93 shall be constructed with paseos.

- a. Responsibility: Westpark & Fiddymment Ranch
- b. Cost Sharing: None. Each development responsible for their own costs.
- c. Credits/Reimbursement:
 - i) None.

4. Ensure water, sewer and recycled water are stubbed from Blue Oaks Boulevard to allow the construction of Citywide Parks F-54 and F-55.

Deleted: Regional

- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch
- c. Credits/Reimbursements:
 - i) None.

5. Construct pocket parks F-94 and F-95 as part of the adjacent small lot subdivisions F-10 and F-6, respectively, in accordance with the City of Roseville standards.

- a. Responsibility: Fiddymment Ranch
- b. Cost Sharing: Fiddymment Ranch

c. Credits/Reimbursements:

- i) None.

6. Construct neighborhood park sites F-51 and W-51.

a. Responsibility: Westpark & Fiddymment Ranch

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

c. Credits/Reimbursement:

- i) None.

Schools-Phase 3: Land Use Phasing Exhibit A

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

a. Responsibility: Fiddymment Ranch

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

c. Credits/Reimbursements:

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

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

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

1. Construct the south half of Blue Oaks Boulevard (ultimately a six lane arterial) from the terminus point at the westerly boundary of the Fiddymment Property (northwest corner of parcel F-55) west (800± LF) to Phillip Road to provide three travel lanes, curbs, gutters, sidewalks, streetlights, joint trench and in-street utilities.

- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$52,800)
2. Construct the south half of the Blue Oaks Blvd./Coyote Creek Bridge located approximately 400 feet west of the Fiddymment Ranch boundary line (at the northwest corner of parcel F-55) including three travel lanes, curbs, gutters, sidewalks, handrails, barriers, streetlights joint trench and in-street utilities.
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of Traffic Mitigation Fee (TMF) credits for bridge improvements. (Estimated \$1,728,000)
3. Construct Phillip Road from the terminus point constructed in Phase 1 at the recycled water tank site north to Blue Oaks Boulevard (1,025± LF) consisting of a full section for the modified collector street including two travel lanes, curbs, gutters, joint trench, streetlights and in-street utilities. All weather access to PGWWTP outfall shall be maintained at all times during the construction of this improvement.
- a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Costs are allocated 50/50 between Fiddymment Ranch and Westpark.
 - c. Credits/Reimbursements:
 - i) None

4. Construct an access road from the influent junction structure under the Coyote Creek Bridge tying into the effluent outfall structure.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Fiddymment Ranch
 - c. Credits/Reimbursements:
 - i) None.

5. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from the westerly boundary of the Fiddymment Property near the northwest corner of parcel F-55 west to the intersection with Phillip Road and southerly on Phillip Road to the northerly terminus of the 24-inch water line from Phase 1 (1,775±LF).
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymment Ranch and Westpark based on total project potable water demand.
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$ 132,966)

6. Construct a 850,000 gallon recycled water storage tank on City property south of Blue Oaks Boulevard and west of Phillip Road, including all appurtenances, access road, fencing, gates and landscaping as approved by City.
 - a. Responsibility: Fiddymment Ranch
 - b. Cost Sharing: Costs are allocated between Fiddymment Ranch and Westpark based on total project recycled water demand.
 - c. Credits/Reimbursement:
 - i) None anticipated.

7. Construct appropriate traffic signal improvements including signage at the intersection of Phillip Road and Blue Oaks Boulevard.
 - a. Responsibility: Fiddyment Ranch
 - b. Cost Sharing: Costs are allocated 50/50 between Fiddyment Ranch and Westpark.
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for traffic signal. (Estimated \$324,000)

Phase 4:

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

Streets-Phase 4: Street Phasing Exhibit B

1. Construct West Side Drive (ultimately a six lane arterial) including four travel lanes, 38-foot landscaped median, bike lanes, curbs, gutters, streetlights, joint trench and in street utilities from the terminus point of Phase 3 near the northerly boundary of parcels W-13 and W-29 north to Blue Oaks Boulevard (5,780± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$1,107,000)
2. Construct the southern half of Blue Oaks Boulevard (275± LF) from the northeast corner of the Westpark property to West Side Drive. This section of Blue Oaks Boulevard shall include 40 feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the south side, streetlights, joint trench, all in street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median. All underground appurtenances required for a future traffic signal

at the intersection of Blue Oaks Boulevard and West Side Drive shall also be constructed.

- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement from the City of Roseville in the form of transportation fee credits for pavement in excess of Frontage Improvements. (Estimated \$ 92,725)
3. Construct required public transit facilities including bus turnouts, pads, shelters and park and ride facilities concurrent with roadway construction, as shown on the WRSP Transit Exhibit or as required by the Director of Public Works.
- a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

Sewer-Phase 4: Sewer Phasing Exhibit C

1. Construct an 18-inch sewer trunk line (1,403± LF) and appurtenances in West Side Drive from Blue Oaks Boulevard to the northwest corner of parcel W-60.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$92,725)
2. Construct an 8-inch sewer trunk line and appurtenances (1,180± LF) along the west and north sides of parcel W-70, and a 12-inch sewer trunk line

(700± LF) and appurtenances along the north side of parcel W-19 to the northeast corner of parcel W-19 at West Side Drive.

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

3. Construct 24-inch sewer line and appurtenances along the north of the WWTP from the from the northwest corner of W-60 at West Side Drive east to Phillip Road (2,530± LF).

- a. Responsibility: Westpark
- b. Cost Sharing: Westpark
- c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$378,000)

Water-Phase 4: Water Phasing Exhibit D

1. Construct 24-inch water line and appurtenances in West Side Drive from the northerly boundary of parcels W-13 and W-29 to Blue Oaks Boulevard (5,800± LF).

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

2. Construct 24-inch water line and appurtenances at the parcel line between W-61 and W-62 on the east side of West Side Drive continuing on to the parcel line between W-71 and W-74 to the connection to the water tank site (3,000± LF).

- a. Responsibility: Westpark

- b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional domestic water demand, from the MOU properties upon development. (Estimated \$158,085)
2. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from West Side Drive east to the easterly Westpark property line (270± LF).
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
3. Dedicate 5,000 square foot well sites W-76 and W-77 and construct below-ground well facilities prior to the construction of residential uses in adjacent parcels W-28 and W-17, respectively.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
4. Construct above ground well facilities on W-17 and W-77.
- a. Responsibility: City of Roseville
 - b. Cost Sharing: City of Roseville
 - c. Credits/Reimbursements:
 - i) None.

Recycled Water Phase 4: Recycled Phasing Exhibit E

1. Construct 24-inch recycled water line from northwest corner of parcel W-29 along West Side Drive to Blue Oaks Boulevard (5,783± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$55,122)

2. Construct 24-inch recycled water line along Blue Oaks Boulevard and north side of W-60 (270± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$18,220)

3. Construct backbone recycled water facilities within all roads constructed in Phase 4.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

Storm Drainage-Phase 4: Storm Drain Phasing Exhibit F

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

- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
2. Construct drainage culverts, a flow restricting dike, weir, and a detention area within the southwest portion of Open Space parcel W-81, consistent with the Master Drainage Plan.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
3. Construct a drainage detention basin on the west side of W-18.
- a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.

Dry Utilities-Phase 4

1. Construct backbone dry utilities including gas, electrical, telephone, cable TV, and other appurtenances adjacent to all roads constructed in Phase 4.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

2. Construct Phase 4 distribution circuits from the electrical sub-station and from existing distribution circuits constructed in previous phases including all appurtenances as required by Roseville Electric.
 - a. Responsibility: Westpark & Fiddymont Ranch
 - b. Cost Sharing: None. Each development responsible for their own costs.
 - c. Credits/Reimbursement:
 - i) None.

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

1. Ensure that infrastructure and utilities are stubbed to the neighborhood park (W-50), in accordance with City of Roseville standards.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
2. Construct bike trails and bike trail appurtenances located within Phase 4 including bike trails, pedestrian/bike bridges, striping, signage and landscaping in W-81 as shown on the Land Use Phasing and Bike Path Exhibits.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) None.
3. Construct paseo W-84 with adjacent small lot subdivision W-9. Bike trails located within paseo W-84 shall be constructed with the paseo.
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) None.

4. Construct neighborhood park site W-50.

a. Responsibility: Westpark

b. Cost Sharing: Westpark

c. Credits/Reimbursements:

- i) None.

Schools-Phase 4: Land Use Phasing Exhibit A

1. Ensure infrastructure and utilities are stubbed to school site (W-70) to allow construction of facilities. Developer will complete site work and construct buildings, parking lots, and landscaping for elementary school site W-70 concurrent with Phase 4 to provide a turn-key facility. The elementary school (W-70) will be built in time to house the 1,800th elementary student generated by the project.

a. Responsibility: Westpark

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

c. Credits/Reimbursements:

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

Off-Site Improvement – Phase 4: Off-site Infrastructure Phasing Exhibit I

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

1. Construct a 24-inch water line and appurtenances in Blue Oaks Boulevard from Westpark easterly property line to Phillip Road (1,970± LF).

a. Responsibility: Westpark

- b. Cost Sharing: Costs are allocated (50.33/49.67) between Fiddymont Ranch and Westpark based on total project potable water demand.
- c. Credits/Reimbursements:
- i) Reimbursement from adjacent landowner for frontage water improvements less MOU reimbursement.
(Estimated \$481,968)
2. Construct a 24-inch recycled water line and appurtenances in Blue Oaks Boulevard from Westpark easterly property line to Phillip Road (1,970± LF).
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated between Fiddymont Ranch and Westpark based on total project recycled water demand.
- c. Credits/Reimbursements:
- i) Reimbursement for oversizing, based on proportional non-potable water demand, from the MOU properties upon development. (Estimated \$116,122)
 - ii) Reimbursement from adjacent landowner for frontage non-potable water improvements less MOU reimbursement.
(Estimated \$186,279)
3. Construct the southern half of Blue Oaks Boulevard (1,900± LF) from Phillip Road to the northeast corner of the Westpark property. This section of Blue Oaks Boulevard shall include 40-feet of pavement to provide for two travel lanes, center turn lane, bike lanes, curb and gutter on the south side, streetlights, joint trench, all in street utilities, and a deferred improvement agreement for one-half of the ultimate 14-foot wide median.
- a. Responsibility: Westpark
- b. Cost Sharing: Costs are allocated 50/50 between Fiddymont Ranch and Westpark.
- c. Credits/Reimbursements:
- i) None

4. Construct 24-inch sewer line from the northeast corner of parcel W-60 east to the connection at the PGWWTP (1,800± LF).
 - a. Responsibility: Westpark
 - b. Cost Sharing: Westpark
 - c. Credits/Reimbursements:
 - i) Reimbursement for oversizing, based on proportional sewer flow in pipe, from the MOU properties upon development. (Estimated \$ 378,000)

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EXHIBIT JJ

SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

Attn: _____

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT**

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

RECITALS

A. On _____, 200___, the City of Roseville and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Placer Investors to the Development Known As The West Roseville Specific Plan, (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 200___, as Instrument No. 200___.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

Attn: _____

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

DEVELOPER:

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

By: _____
Print Name: _____
Title: _____

ORDINANCE NO. 4049

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT REGARDING WEST ROSEVILLE
SPECIFIC PLAN (1600 PLACER INVESTORS, LP),
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement with 1600 Placer Investors, LP.

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

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

SECTION 3. The Development Agreement by and between 1600 Placer Investors, LP and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 23rd day of February, 2004, by the following vote on roll call:

AYES COUNCILMEMBERS: John Allard, Jim Gray, Gina Garbolino
Rocky Rockholm

NOES COUNCILMEMBERS: Richard Roccucci

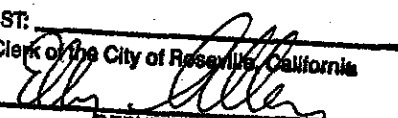
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK