



AGENDA

October 7, 2020

CITY COUNCIL
HOUSING AUTHORITY
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353
Email: publiccomment@roseville.ca.us

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be addressed to the chair of the meeting.

Public Comment - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

Consent Calendar - If applicable, the Consent Calendar consists of routine items that may be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

Agenda Items - Speakers have five minutes to address items that are listed on the agenda.

Americans with Disabilities Act - Notify the City Clerk or Secretary at least 72 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**

5.1. Proclamation - Breast Cancer Awareness Month - October 2020

Proclaim October 2020 as BREAST CANCER AWARENESS MONTH and urge citizens and civic organizations to acquaint themselves with the issues involved in Breast Cancer Awareness.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

6. **PUBLIC COMMENTS**
7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Transit Advertising - Services Agreement Amendment

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-393 APPROVING A FIRST AMENDMENT TO SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Transit Advertising Services Agreement, which was approved on September 4, 2019, allows Iron Horse Media to sell advertising for placement on Roseville Transit buses for a period of five years in exchange for compensation to the City based upon an annual percentage of gross revenue, with a minimum annual guaranteed fee of \$121,500. Due to the COVID-19 pandemic, advertising sales have slowed significantly. As a result, Iron Horse Media is proposing this First Amendment to reduce the minimum annual guaranteed fee for the first two years of the agreement to \$95,000 and \$80,000. The proposed contract amendment would reduce advertising revenues to the Transit fund by up to \$31,500 in FY2021 and \$41,500 in

FY2022. On March 27, 2020, the Federal government adopted the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act included a total of \$25 billion in Federal Transit Administration funding allocations to help the nation's public transportation systems respond to the COVID-19 pandemic. Of this, \$2,679,013 is available to Roseville Transit to offset increased operational costs and declining revenue streams. The result is that, even with the reduction in advertising revenue and other revenues, staff expects that the Transit Fund will remain fully funded through FY21 & FY22.

CC #: 1034

File #: 0721

CONTACT: Michael Dour 916-746-1304 mdour@roseville.ca.us

7.2. Duke Davis Park Shade Sails – Contract Purchase Agreement

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the Council adopt RESOLUTION NO. 20-392 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LANDSCAPE STRUCTURES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000804). In May 2020, a budget adjustment was approved allocating funds from the Diamond Creek Community Facilities District No. 1 Fund for the addition of the shade structures at Duke Davis Park. The Contract Purchase Agreement outlines a cost of \$42,336.84, which includes all labor, materials, bonds and structural calculations. There is no fiscal impact to the City's General Fund.

CC #: 1032

File #: 0704-01

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

7.3. Vegetation Management and Firebreak Control - Contract Purchase Agreement Amendment

Memo from Park, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-399 APPROVING AMENDMENT NO. 1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND H & N ENTERPRISES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000211). Due to COVID-19 the Parks Division was unable to hire seasonal employees that would normally perform installation of firebreaks and reduction of vegetation on City-owned and private property. The Parks, Recreation, & Libraries Department currently has a contract for vegetation management and firebreak control on an as-needed basis with H & N Enterprises. Staff is requesting to add \$21,436 to the Contract Purchase Agreement for a new total not-to-exceed amount of \$134,436. The additional amount will not result in an increase to the General Fund budget as there were cost savings through not hiring City staff to complete the work.

CC #: 1044

File #: 0704

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.4. 2020 Residential Resurfacing Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-383 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN PAVEMENT SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6272 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The scope of this project consists of resurfacing various streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The \$880,000 project is funded with the Highway Users Tax Fund, SB-1 Road Maintenance and Rehabilitation Account Fund, Roadway Fund, and Citywide Park funds. No General Fund resources will be used.

CC #: 1024

File #: 0900-04-01 & 0201-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

7.5. VHF Radio System Support - Sole Source Contract Purchase Agreement

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-382 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SILKE COMMUNICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000849). Staff requests approval of a contract purchase agreement with Silke Communications to provide two years of support and enhancement of the City's VHF radio system which will not exceed \$150,000. Support and maintenance of the VHF system is budgeted in Information Technology's FY2020-21 Operations fund.

CC #: 1023

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.6. Supervisory Control and Data Acquisition Network - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-381 APPROVING A PURCHASE ORDER FOR TRANSMITTING/MONITORING EQUIPMENT FOR SUPERVISORY

CONTROL AND DATA ACQUISITION (SCADA) NETWORK with JPR Systems Inc. in the amount of \$300,000 with funding from the Environmental Utilities Department's FY2020-21 operations budget for Water/Wastewater and Collections. The Environmental Utilities Department has standardized various high performance transmitting and monitoring sensors with Endress+Houser equipment. JPR Systems Inc. is the exclusive manufacturer's representative for California, Hawaii, and parts of Nevada. This agreement would allow for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. Projected spending for optional renewal years is as follows: \$300,000 FY2021-22, \$300,000 FY2022-23, \$300,000 FY2023-24, and \$300,000 FY2024-25.

CC #: 1022

File #: 0800-02

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Resolutions

7.7. Microsoft Enterprise - Agreement Renewal

Memo from Business Systems Analyst Pete McLemore and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-398 APPROVING A PURCHASE ORDER BY AND BETWEEN THE CITY OF ROSEVILLE AND SOFTCHOICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Microsoft provides the City with necessary software licensing to perform business tasks essential to the City for day-to-day operations. Staff requests approval of an agreement with Softchoice, an authorized Microsoft reseller, with a cost for years 1-3 in the amount of \$392,689.42 and for years 4-5 in the amount of \$412,463.07, for a total agreement cost of \$2,002,994.40 over the 5-year term and is included in the Information Technology Operations Internal Service Fund budget. Staff recommends that the Council also delegate authority to the Chief Information Officer to approve additional costs, not to exceed \$50,000 per year, to cover any changes in the City's Information Technology environment completed with Softchoice. Future renewals of the purchase order will be contingent on Council approval of the budget for each year.

CC #: 1039

File #: 0800-05

CONTACT: Pete McLemore 916-774-5431 pmclemore@roseville.ca.us

7.8. Statewide Park Development and Community Revitalization (Prop 68) Grant Program – Approval to Submit Application

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-400 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS. The State

Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization (Prop 68) Grant Program, setting up necessary procedures governing application(s). These procedures, established by the State Department of Parks and Recreation, require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State. Once the resolution has been approved and submitted to the State Department of Parks & Recreation, staff will work with the State Project Officer to submit an application for projects to revitalize Saugstad Park. There have been three previous rounds of grant awards statewide. This is the fourth and last round of grants equaling \$395 million across the state. Projects under this grant must be completed by December 2024. The amount of the grant could be as much as \$8 million, however, in the last round of grant awards, the average amount of an award was \$4 million. If awarded, no local match of funds is required. Upgrades to this park site will require no new General Fund allocations.

CC #: 1045

File #: 0704-01 & 0214

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

7.9. Oak Ridge Drive Bridge Replacement Project - Professional Services Agreement Amendment

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-379 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Paragon Partners will provide additional right of way services needed for the Oak Ridge Drive Bridge Replacement project. This second amendment will increase the contract amount by \$3,600, increasing the total contract from \$70,098 to \$73,698. The Federal Highway Bridge Program fund will cover 100% of the cost associated with this amended contract. No General Fund resources will be used on this project.

CC #: 1020

File #: 0900-04-02

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.10. Recreation Management Software - Product and Services Agreement

Memo from Administrative Analyst Rendi Hodge and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-380 APPROVING A PRODUCT AND SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACTIVE NETWORK, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council award an agreement to Active Network, LLC to host, implement and maintain new recreation management software in the Parks, Recreation & Libraries Department. The total cost of the agreement is

\$350,000 over three (3) years, including implementation, interface development and integration, annual maintenance and equipment purchases. First year costs total \$200,000 and are included in the approved FY2020-21 Parks, Recreation & Libraries Capital projects fund budget. The funds for each year's annual maintenance and support costs will be recommended in future budgets.

CC #: 1021

File #: 0704

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.11. Blue Oaks Corridor - Landscape Improvement Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-384 APPROVING A LANDSCAPE IMPROVEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In preparation for new development within the Creekview Specific Plan area, Anthem United approached the City regarding enhancing the main thoroughfare (Blue Oaks Boulevard) into the development area. The north side of Blue Oaks Boulevard consists of properties owned by Anthem, with the eventual deed of a small open space parcel. The south side of Blue Oaks consists of City-owned parcels including the City's electric power plant. The landscape improvements are located on the southern edge of the Creekview Specific Plan area. The costs for design, installation, maintenance and removal of the landscape improvements are the sole responsibility of the developer. There will be no General Fund impact.

CC #: 1025

File #: 0704

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

7.12. International Swaps and Derivatives Association - Master Agreement with Gas & Power Annexes

Memo from Electric Risk and Compliance Officer Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-397 APPROVING (1) AN INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC. ("ISDA") MASTER AGREEMENT WITH GAS AND POWER ANNEXES WITH CITIGROUP ENERGY, INC. ("CITIGROUP") AND (2) THE INTERNATIONAL ENERGY CREDIT ASSOCIATION'S ("IECA") AMENDMENT ADOPTING, INCORPORATING, AND AMENDING THE ISDA AUGUST 2012 DODD-FRANK SUPPLEMENT AND 2013 DODD-FRANK SUPPLEMENT ("IECA AMENDMENTS") WITH CITIGROUP, BY AND BETWEEN THE CITY OF ROSEVILLE AND CITIGROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. This item is an International Swaps and Derivatives Association Master Agreement (ISDA) with Gas and Power Annexes with Citigroup Energy, Inc. that will allow the City to purchase physical and financial electricity and

natural gas. There is no fiscal impact associated with the execution of the ISDA with Gas and Power Annexes as it is only an enabling agreement.

CC #: 1038

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

7.13. Baseline at Sierra Vista Community Facilities District No. 1, Public Facilities - Intent to Form and Incur Indebtedness

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-385 A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 20-386 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND IMPROVEMENT AREAS THEREIN. The developer, D.F. Properties, Inc. intends to form a Community Facilities District (CFD) within the Sierra Vista Specific Plan in order to fund certain backbone infrastructure fees, in-tract improvements, and obligations. The project has a total of 218 residential units, 115 low-density residential units and 103 medium-density residential units, as well as approximately 81 acres of commercial development. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The formation of the district will not impact the City's General Fund.

CC #: 1026

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.14. Creekview - Phase 1 Villages 10, 11 & 15 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-391 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE; and approve the Creekview Phase 1 Village 10, 11 & 15 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 90 residential lots and 4 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1031

File #: 0400-04-13-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.15. Creekview - Phase 1 Village 13 and 14 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-388 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 1 Village 13 and 14 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 70 residential lots and 1 public landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1028

File #: 0400-04-13-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.16. Creekview - Phase 1 Village 23 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-389 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 1 Village 23 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 61 residential lots and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1029

File #: 0400-04-13-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.17. Creekview - Phase 1 Village 24 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-390 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED

CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 1 Village 24 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 59 residential lots and 5 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1030

File #: 0400-04-13-1

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.18.316 Vernon Street - Lease Agreement Amendment

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-377 APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GOOSE PORT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a first amendment to the lease agreement with Goose Port, Inc. to provide six additional months of free rent for the restaurant doing business as "Goose Port Public House" located within the 316 Vernon Street building.

CC #: 1013

File #: 1006-01

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.19. Community Development Block Grant Labor Compliance Monitoring Services - On-Call Professional Services Agreement Amendment

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-387 APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND SILVEIRA CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a First Amendment to On-Call Professional Services Agreement (PSA) with Silveira Consulting, Inc. for labor compliance monitoring. Since the implementation of the PSA, several changes have occurred that warrants an increase in the contract. The amendment increases the contract amount of the original agreement by \$22,122.50 for a total of \$59,050. Funds for this project will come out of the Community Development Block Grant and will not impact the General Fund.

CC #: 1027

File #: 0113-02

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

7.20. Housing Authority - CARES Act Funding - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development

Director Laura Matteoli recommending the City Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-20 APPROVING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2020-21 for federal CARES Act funding to replace desktop computers with laptops and other peripherals to enhance telework capabilities for Housing staff. The estimated cost of the computer replacement including monitors, printers and peripherals is estimated to be \$35,000. Other items included in the budget adjustment are personal protective equipment, cleaning supplies, overtime for staff, front office remodel design services and cubicle barriers for staff. The total cost of these other items is estimated to be \$24,250. This item will have no impact on the General Fund.

CC #: 1017

File #: 0113-02 & 0201-01

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

7.21.1203 Gabrielli Drive - Purchase and Sale and Loan Agreement, Agreement for Access and Parking, Grant Deed & Budget Adjustment

Memo from Economic Development Manager Troy Holt and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-396 APPROVING A PURCHASE AND SALE AND LOAN AGREEMENT, AN AGREEMENT FOR ACCESS AND PARKING, AND A GRANT DEED, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SUNRISE LIONS CLUB OF ROSEVILLE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6275 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is recommending approval for a Purchase and Sale and Loan Agreement, an Agreement for Access and Parking, and a Grant Deed with the Sunrise Lions Club of Roseville for the property at 1203 Gabrielli Drive (APN: 470-250-002-000). The purchase price is \$10,000, with \$2,000 due at the time of sale and the remaining amount due in four annual payments of \$2,000. Staff is also recommending approval of a budget adjustment to deposit the sales proceeds into the Strategic Improvement Fund and establish appropriation authority for the City's share of escrow fees. This agreement will have no impact on the City's General Fund.

CC #: 1037

File #: 1003

CONTACT: Troy Holt 916-746-1173 tgholt@roseville.ca.us

Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.22. Community Development Block Grant Program - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending the City Council adopt ORDINANCE NO. 6269 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment in the amount of \$1,285,768 for FY2020-21 Community Development Block Grant program (CDBG) program. In August, the Department of Housing and Urban Development approved the City-approved CDBG FY2020-21 public improvements and public service project plan. The proposed improvements and services are funded with federal funds and no General Fund resources will be used; therefore, there is no impact to the General Fund.

CC #: 1014

File #: 0113-02 & 0201-01

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

7.23. Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Changeable Message Sign Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Jerome Pastor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-395 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAY-HAN ELECTRIC, INC. DBA M&M ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6274 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a budget adjustment in the amount of \$994,950 and award of a contract to low bidder, May-Han Electric dba M&M Electric, with a change order authority of 10% of the contract amount. The project consists of signaling an intersection and the installation of a new Changeable Message Sign. The project will be funded with Traffic Mitigation Funds. No General Fund resources will be used.

CC #: 1036

File #: 0316 & 0201-01

CONTACT: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

7.24. Meritage Bike Trail - Budget Adjustment

Memo from Alternative Transportation Analyst Jeannie Gandler and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6271 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment in the amount of \$242,995 for

reimbursement to Meritage Homes of California for their construction of a bike trail in West Roseville Specific Plan (WRSP) W-81 with available resources in the Neighborhood Park - WRSP fund. No General Fund resources will be used for the project.

CC #: 1019

File #: 0721-05 & 0201-01

CONTACT: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

7.25. Fiddymment Ranch Phase 3 Trail Project - Reimbursement Agreement and Budget Adjustment

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-378 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6270 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council approval of a Reimbursement Agreement between the City and JEN California 15, LLC, in the amount of \$2,381,051 for design and phased construction of the Fiddymment Ranch Phase 3 Trail and a budget adjustment in the amount of \$2,266,051. The proposed 1.25-mile long multi-use trail is identified in the West Roseville Specific Plan (WRSP) to extend from Fiddymment Road to Blue Oaks Boulevard along the south side of Pleasant Grove Creek. Funding for the project is from the Neighborhood Park - WRSP fund. No General Fund resources will be used for the project.

CC #: 1016

File #: 0721 & 0201-01

CONTACT: Michael Dour 916-746-1304 mdour@roseville.ca.us

7.26. West Roseville Specific Plan Parcel W-81 Bike Trail Segment 1 Project – City/Developer Reimbursement Agreement Amendment and Budget Adjustment

Memo from Alternative Transportation Analyst Jeannie Gandler and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-394 APPROVING A FIRST AMENDMENT TO CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6273 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The proposed action would authorize the City to amend the current reimbursement agreement with Lennar Homes of California, Inc. to cover cost increases to

construct a paved bike trail within the West Roseville Specific Plan (WRSP) Parcel W-81 and approve a budget adjustment in the amount of \$104,356.49 to cover the cost increases. Cost increases were incurred due to the necessary redesign of trail segments to avoid vernal pools discovered during initial construction. Trail construction and reimbursement are required by the WRSP Development Agreement and the Westpark Phase 3 Parcel W-17e/18e Subdivision Conditions of Approval. The bike trail is wholly funded through the WRSP Bike Trail Fee Program in the Neighborhood Park - WRSP Fund. General Fund resources will not be used for this project.

CC #: 1035

File #: 0721-05 & 0201-01

CONTACT: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

7.27. Housing Element Update Project - Memorandum of Understanding and Budget Adjustment

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-401 APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6277 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council authorization to enter into a Memorandum of Understanding (MOU) with the Sacramento Council Area of Governments, for the purpose of securing a partial grant of \$79,000 for development and implementation of the City's Housing Element update project. This grant award will be the third grant brought to City Council by the Planning Department in the last year. To date, the City has received an SB 2 Planning Grant award for Commercial Corridor planning in the amount of \$310,000, has applied for the non-competitive LEAP grant in the amount of \$500,000 for Housing Element development and implementation, and this request to enter into an MOU to receive a \$79,000 grant award. The recommended budget adjustment reflects these amounts and does not negatively impact the City's General Fund.

CC #: 1046

File #: 0800-06 & 0214

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Ordinances (for second reading and adoption)

7.28. Second Reading - Westpark Federico - Development Agreement Amendment

ORDINANCE NO. 6276 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRD DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK

FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, for second reading and adoption.

CC #: 1043

File #: 0400-04-09-1

CONTACT: Shelby Vockel 916-746-1347 svockel@roseville.ca.us

Reports / Requests

7.29.2019 Development Agreement Review

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Mike Isom recommending the City Council accept the City's development agreement review for the period of January 1, 2019 to December 31, 2019. Staff has determined that all parties are in compliance with their respective agreements for the 2019 review period. As stipulated by the development agreements, the annual review is performed by staff on a reimbursable time and materials basis. There is no impact on the General Fund.

CC #: 1011

File #: 0400-05

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Ceremonial Documents

7.30.Proclamation - Constitution Week - September 17-23, 2020

Proclaim September 17-23, 2020 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CC #: 1040

File #: 0102-06

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Emergency Medical Services First Responder Fee - Municipal Code Update

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Barteo recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.27 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE. This item is an ordinance adding Chapter 9.27 to the Roseville Municipal Code regarding an Emergency Medical Services First Responder Fee. An Emergency Medical Services First Responder Fee is charged to patients who receive advanced life support services, basic life support services, or other

medical services by Roseville Firefighters requiring transportation via ambulance to the hospital. The fee is expected to generate \$1,210,225 in cost recovery from medical or auto insurance payments for emergency medical response, treatment, and care provided by Roseville Fire personnel on fire engines or trucks, based on assumptions for the number of transports and the rate of collections. The City will conservatively budget for the first fiscal year of the new General Fund revenue for FY2021-22.

CC #: 1033

File #: 0324

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Community Inclusion Initiatives

Memo from Deputy City Manager Megan MacPherson recommending the City Council add a fourth strategy to the City Council's four-year strategic plan under Goal C: Maintain a Safe and Healthy Community: Strengthen inclusiveness and anti-racism efforts in partnership with the community. In addition, staff requests Council's direction on public engagement efforts to support this strategy, which also ties in to Goal B: Support Community Engagement and Advocacy.

CC #: 1015

File #: 0800-07

CONTACT: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

9.2. League of California Cities Annual Conference - Consideration of Conference Resolution

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan MacPherson recommending the City Council provide direction to the City's voting delegate regarding the City's position on the League of California Cities resolution being considered at its annual conference.

CC #: 1018

File #: 0102

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

9.3. Tobacco Use Among Placer County Youth

Placer County Health & Human Services representatives from the Tobacco Prevention Program will present an overview of tobacco use among Placer County youth along with possible strategies to reduce its prevalence.

CC #: 1042

File #: 0102-11

CONTACT: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

10. DEPARTMENT UPDATES

10.1. 2020 Technology Work Plan & Information Technology Updates

Memo from Information Technology Program Manager Angela Bal and Chief

Information Officer Hong Sae recommending the City Council accept an informational item regarding the FY2020-21 Technology Strategic Work Plan.

CC #: 1013

File #: 0800-05

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 1041
File #: 0102-06

Title: Proclamation - Breast Cancer Awareness Month - October 2020
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim October 2020 as BREAST CANCER AWARENESS MONTH and urge citizens and civic organizations to acquaint themselves with the issues involved in Breast Cancer Awareness.

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Breast Cancer Awareness Month

CITY OF ROSEVILLE



BREAST CANCER AWARENESS MONTH

October 2020

WHEREAS, while breast cancer touches the lives of Americas from every background, in every community, considerable progress has been made in the fight against breast cancer; and

WHEREAS, it is estimated that more than 276,000 new cases of invasive breast cancer in women will be diagnosed in the United States in 2020; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this, it is fitting to advocate for breast cancer research and to educate about breast cancer detection, risk factors, and treatment; and

WHEREAS, we support those courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families who are a source of love and encouragement, and applaud the efforts of medical professionals and researchers working hard to find a cure; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim October 2020 as BREAST CANCER AWARENESS MONTH and urge citizens and civic organizations to acquaint themselves with the issues involved in Breast Cancer Awareness.

SIGNED this 7th day of October, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 1034

File #: 0721

Title: Transit Advertising - Services Agreement Amendment

Contact: Michael Dour 916-746-1304 mdour@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Transit Advertising Services Agreement between the City and Iron Horse Media, LLC.

BACKGROUND

On September 4, 2019, the City Council approved the Transit Advertising Services Agreement between the City and Iron Horse Media, LLC (IHM). The Agreement, effective October 1, 2019, allows IHM to sell advertising for placement on Roseville Transit buses (IHM) for 5 years plus 2 optional years in exchange for compensation to the City. Compensation is 40% of annual gross revenue with a minimum annual payment of \$121,500.

The COVID-19 Pandemic has impacted businesses throughout the country, including many of the businesses in Roseville and the greater Sacramento area that advertise with IHM. IHM indicates that some businesses have canceled or suspended existing advertising contracts and that it has been challenging to sign new contracts. IHM states in the attached letter requesting an amendment to the agreement that they have experienced a decline in gross revenues affecting their ability to meet the minimum annual payment of \$121,500.

The proposed amendment would reduce the minimum annual guaranteed fee for the first year of the contract to \$95,000 (October 2019 – September 2020) and \$80,000 for this next year (October 2020 – September 2021) but would not otherwise change the agreement. This means that IHM will pay the above amounts or 40% of gross revenue in each year, whichever is greater. Staff supports this request due to the unique circumstances surrounding the COVID-19 Pandemic.

FISCAL IMPACT

The proposed contract amendment would reduce advertising revenues to the Transit Fund by up

to \$31,500 in FY 2021 and \$41,500 in FY 2022, for a total advertising revenue reduction of \$73,000. On March 27, 2020, the Federal government adopted the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act included a total of \$25 billion in Federal Transit Administration (FTA) funding allocations to help the nation's public transportation systems respond to the COVID-19 pandemic. Of this, \$2,679,013 is available to Roseville Transit to offset increased operational costs and declining revenue streams. The result is that, even with the reduction in advertising revenue and other revenues, we expect that the Transit Fund will remain fully funded through FY21 & FY22.

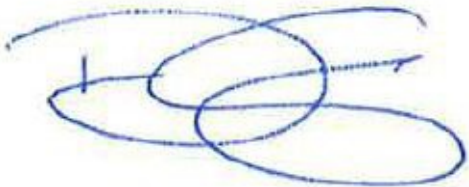
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed agreement amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Michael Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-393

First Amendment to Advertising Agreement

Letter from Iron Horse Media

RESOLUTION NO. 20-393

APPROVING A FIRST AMENDMENT TO SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to services agreement for the Transit Advertising
Services, by and between the City of Roseville and Iron Horse Media, LLC, has been reviewed
by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said first amendment is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
TRANSIT ADVERTISING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Iron Horse Media, LLC, a limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Services Agreement dated September 4, 2019 (“Agreement”) regarding transit vehicle advertising services (“Project”); and

WHEREAS, CITY desires to amend the Minimum Annual Guaranteed Fee associated with such services; and

WHEREAS, CONSULTANT is willing and able to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Section 4.1 of the Agreement is amended to read as follows:

“In accordance with the terms and conditions of the Contract Documents, CONTRACTOR shall pay to CITY each Contract Year, as and when hereinafter set forth, the greater of: (i) the Minimum Annual Guaranteed Fee (“Annual Fee”) amount set forth in the table, below; or (ii) the Annual Percentage Fee (“Percentage Fee”) calculated using the applicable percentage rate set forth in the table, below. The amount of the Percentage Fee due for each

Contract Year is the dollar amount by which the applicable percent (specified in the table) of Gross Sales received during a Contract Year exceeds the amount of the Annual Fee paid to CITY during that Contract Year, or portion thereof, during the term of this Agreement. As used herein, "Gross Sales" means the gross selling price of all advertising to be placed on CITY transit vehicles sold by CONTRACTOR, whether for cash or on credit, less the following: (i) sales taxes, excise taxes, gross receipts taxes, occupational and similar taxes (except personal income taxes and real property taxes of CONTRACTOR) if such taxes are enacted and imposed on CONTRACTOR after the execution of this Agreement, (ii) the cost of designing, manufacturing, installing, and maintaining advertising copy; and (iii) the cost of commissions paid to advertising agencies or sales representatives, up to a maximum amount equal to fifteen percent (15%) of gross selling price of the advertising sold.

	Annual Fee	Percentage Rate
Year 1	\$95,000	40%
Year 2	\$80,000	40%
Year 3	\$121,500	40%
Year 4	\$121,500	40%
Year 5	\$121,500	40%
Optional Year 6	\$121,500	40%
Optional Year 7	\$121,500	40%

”

2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the

Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

IRON HORSE MEDIA, LLC, a
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: MANAGER

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director



June 15, 2020

VIA Electronic Mail

Mr. Michael Dour
Alternative Transportation
City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678

RE: Request for Modification to the Transit Advertising Agreement.

Dear Mr. Dour,

Firstly, I hope that you, your staff, MV, the drivers and passengers are safe and healthy.

The purpose of this letter is to request to modification to the Transit Advertising Agreement. The reason for the modification is because the Covid-19 pandemic has caused a significant reduction in the transit advertising revenue. This is because a.) the vast majority of our clients have not open for business since mid-March and, b.) the value of the advertising has been diminished because it is not being seen by the intended public, due to the viewers sheltering in place.

The current state of our advertising program:

1. As of this date, 80% of our Accounts Receivable, since March 12th, has not been paid. In other words, our normal 30 days Accounts Receivable has not yet been collectible.
2. A significant percentage of our advertising clients have requested their advertising contracts be suspended.
3. In early March we had multiple new campaigns (approximate value of \$75,000) that were in the final stages of contract negotiations. Those campaigns disappeared in mid-March. This year does not appear to have a significant upside.
4. It is my understanding that almost all the advertising on other municipal transit systems has either been suspended or canceled.
5. If our previous advertisers do not again use our service, next year will be a rebuilding year with revenue that is lower than this year.

I respectfully request the following modifications to our agreement:

1. Waive the \$30,750 Quarterly Payment due on July 20, 2020,
2. Reduce the \$121,000 Annual Minimum to:
 - a. \$95,000 for this contract year (Oct '19 – Sept '20), and
 - b. \$80,000 for next year (Oct '20 – Sept '21),
3. The 40% Annual Percentage of Gross Revenue payment to the City of Roseville by October 20, 2020 would remain the same, and
4. Monthly, Quarterly and Annual reporting requirements would remain the same.

Please See EXHIBIT A – PROJECT TRANSIT ADVERTISING REVENUE

As of today, the best-case scenario is that we will finish the Agreement year in September with a total payment to the City of Roseville that is more than the currently contracted minimum payment of \$121,500. The reason for this assumption is that there are significant accounts receivables that are contracted for, have been earned, but have not yet been paid. I expect that those funds will eventually show up. We are fortunate because we have great advertisers and I expect that they will want to continue to utilize our product after the dust settles.

The worst-case scenario is that our largest advertisers continue to suspend their campaigns and do not pay funds that have been earned. (We will pursue the collection of earned funds through all legal means). This would result in no revenue for the impacted months and the cancellation of future campaigns. Transit advertising revenue for March, April, and May campaigns has simply disappeared throughout most of California. Worst-case scenario is that were the same as everyone else.

I thank you in advance for your consideration of the requested contract modification.

Sincerely,

IRON HORSE MEDIA, LLC.

A handwritten signature in black ink, appearing to read 'D. Nybo', with a long horizontal stroke extending to the right.

David B. Nybo

Manager

EXHIBIT A - PROJECTED TRANSIT ADVERTISING REVENUE

TRANSIT ADVERTISING SERVICES

CONTRACTOR: IRON HORSE MEDIA, LLC.

CONTRACT YEAR: 2019/2020

REVISED MINIMUM PAYMENT: \$ 95,000.00

PERCENTAGE RATE: 40.00%

	YEAR	ADJUSTED GROSS REVENUE	COR MIN PMT DUE	% PMT
QUARTER 1	Oct-Dec '19	\$ 77,839.56	\$ 30,750.00	\$ 31,135.82
QUARTER 2	Jan-Mar '20	\$ 101,809.96	\$ 30,750.00	\$ 40,723.98
QUARTER 3	Apr-Jun '20	\$ 38,750.00	\$ 15,500.00	\$ 15,500.00
QUARTER 4	Jul-Sep '20	\$ 45,000.00	\$ 18,000.00	\$ 18,000.00
TOTAL		\$ 263,399.52	\$ 95,000.00	\$ 105,359.81

CONTRACT YEAR: 2020/2021

REVISED MINIMUM PAYMENT: \$ 80,000.00

PERCENTAGE RATE: 40.00%

		ADJUSTED GROSS REVENUE	COR MIN PMT DUE	% PMT
QUARTER 1	Oct-Dec '20	\$ 49,500.00	\$ 23,750.00	\$ 19,800.00
QUARTER 2	Jan-Mar '21	\$ 54,000.00	\$ 23,750.00	\$ 21,600.00
QUARTER 3	Apr-Jun '21	\$ 60,000.00	\$ 23,750.00	\$ 24,000.00
QUARTER 4	Jul-Sep '21	\$ 66,000.00	\$ 23,750.00	\$ 26,400.00
TOTAL		\$ 229,500.00	\$ 80,000.00	\$ 91,800.00



COUNCIL COMMUNICATION

CC #: 1032
File #: 0704-01

Title: Duke Davis Park Shade Sails – Contract Purchase Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve Contract Purchase Agreement No. 3000804 with Landscape Structures, Inc., and authorize the City Manager to execute it.

BACKGROUND

In May 2020, a budget adjustment was approved allocating funds from the Diamond Creek Community Facilities District (CFD) No. 1 Fund for the addition of the shade structures at Duke Davis Park. The Contract Purchase Agreement outlines a cost of \$42,336.84, which includes all labor, materials, bonds and structural calculations. The addition of the shade sails is consistent with the work plan outlined in the Diamond Creek CFD No.1 bond refunding process in FY2018-19.

FISCAL IMPACT

A budget adjustment was approved in May 2020 allocating funds from Diamond Creek CFD No. 1 Fund (Fund 3016) towards specific projects at Duke Davis and Bill Hughes Parks. There is no fiscal impact to the City's General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves a minor alteration to an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-392

Signed CPA

RESOLUTION NO. 20-392

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND LANDSCAPE STRUCTURES, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000804) for shade sails at Duke Davis
Park, between the City of Roseville and Landscape Structures, Inc., has been reviewed by the
City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said contract purchase agreement is approved and that the City Manager is authorized to execute
it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



July 31, 2020

City of Roseville
Attn: "Becky" Rebecca Philipp
Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747

Dear Ms. Philipp,

Enclosed are 2 original signed contracts and the payment and performance bonds for Duke Davis Park, Roseville, CA.

Please let me know if there are any questions. I can be reached by phone at 763-972-5243 or via email at elaineharkess@playlsi.com.

Regards,

A handwritten signature in blue ink, appearing to read 'Elaine Harkess'.

Elaine Harkess
Contract Administrator

Enclosure



Contract Purchase Agreement 3000804

Supplier Details:

Company Landscape Structures Inc
Contact
Address 601 7th Street South

Delano, MN 55328

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000804

Agreement	3000804
Agreement Date	22-JUL-2020
Revision	0
Agreement Amount	42,336.84 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Landscape Structures Inc**
 601 7th Street South

Delano, MN 55328
Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE AND INSTALL CUSTOM CANOPIES IN ACCORDANCE WITH THE ATTACHED QUOTE NUMBER 00030458 DATED 10/15/19 UTILIZING HGAC BUY CONTRACT PR11-18.

CONTACT STACIE MARCHETTI AT (916)774-5246 FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT
 END DATE: UPON FINAL PAYMENT

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11474	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
"Becky" Rebecca Philipp Phone 1-916-774-5724					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. 840892

DIR Registration No. 1000007542

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

*Construction T&C - AB5
REV 3/26/20 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

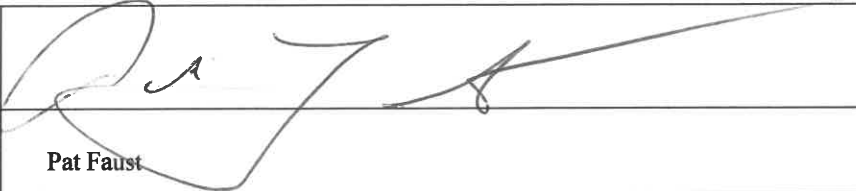
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Pat Faust
Title:	President

Supplier	
Signature:	
Print Name:	Fred Caslavka
Title:	CFO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Landscape Structures Representative

Eric Jones

ericj@rossrec.com

Ross Recreation Equipment, Inc.

Prepared For:

Contact Name	Tara Gee	Phone	(916) 774-5253
Bill To Name	City of Roseville	Ship To Name	Leonard "Duke" Davis Park
Bill To	311 Vernon Street Roseville, California 95678 United States	Ship To	1460 Northpark Dr Roseville, California 95747 United States



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

Quote Name	Duke Davis Park Shade Option 1	Quote Date	10/15/2019
Opportunity Name	Duke Davis Park Shade	Quote Exp Date	12/27/2019
Quote Number	00030458	Est Lead Time	5-7 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$1,233.11	\$1,233.11
1.00	Custom Canopies	Custom Canopies 60x53x46 Triangle shade sail *Confirm post color _____ *Confirm canvas color _____ Structural Engineering Calculations. May take 2-3 weeks to complete engineering. Soils Report needed. *Customer must approve before fabrication can begin. Revisions to engineering calculations may require a change order. Lead time for equipment/materials will not begin until receipt of approved engineering to ensure proper manufacturing per engineering specifications.	\$17,022.22	\$17,022.22
1.00	Engineering Fees	Before Engineering can begin we need 1. Fed Ex Address to send engineering 2. Address of Structure 3. Required Building Code: Wind Load: Snow Load: Installation of Custom Canopies 60'x53'x46' triangular shade shelter, only by a factory certified installer at prevailing wage rates. Installation of (3) 36" x 8' direct bury footers.	\$1,303.70	\$1,303.70
1.00	Install- Shade	Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$19,992.59	\$19,992.59

Materials Amount

\$17,022.22

Tax Amount	\$1,319.22
Labor Total	\$22,529.40
Freight Amount	\$1,466.00
Total	\$42,336.84

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

HGACBuy



COUNCIL COMMUNICATION

CC #: 1044

File #: 0704

Title: Vegetation Management and Firebreak Control - Contract Purchase Agreement Amendment

Contact: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Contract Purchase Agreement between the City of Roseville and H & N Enterprises, allowing for the installation of firebreaks and reduction of vegetation on City owned and private property.

BACKGROUND

The City of Roseville is required, by California Fire Code 304.1.2 and Title 19 California Code of Regulations, to install firebreaks on City property prior to July 1st of each year. A minimum 30-foot firebreak is required between natural areas and residential and commercial properties. The City typically utilizes a combination of City staff and contract labor to complete the firebreak installation. Approximately 200 acres of firebreaks in over 100 locations are installed throughout the City each year. The Roseville Fire Department issues notices to all private property owners whose property requires a firebreak. Should private property owners fail to meet the deadline, the City installs the firebreak and bills the property owner. Due to COVID-19, the Parks Division delayed the hiring of seasonal employees that would normally perform some of these firebreaks. This resulted in contractors performing additional work to complete the Firebreaks by the July 1 deadline, which resulted in contract increases.

Vegetation reduction and management for clearance, asset protection and other regulatory measures is also conducted as part of the project and is utilized by the Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department for said services. We are currently in the final year of a five year contract with H & N Enterprises to complete this work.

FISCAL IMPACT

Funding for the vegetation management and firebreak control services is funded through operating

budgets from Fire, Public Works, and Open Space Preserves in the General Fund, as well as from the Environmental Utilities enterprise funds.

The original contract had a not to exceed amount of \$113,000. The additional work resulted in a \$21,436 increase above the original amount for a new total of \$134,436. There is no increase to the General Fund budget due to the cost savings of not hiring City staff to complete the work.

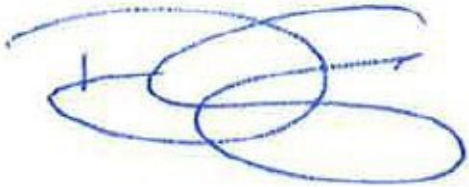
ENVIRONMENTAL REVIEW

The proposed project involves a minor alteration in the condition of the land, water and or vegetation which will not remove healthy, mature, scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-399

RJN Contract Purchase Agreement Amendment

RESOLUTION NO. 20-399

APPROVING AMENDMENT NO. 1 TO CONTRACT PURCHASE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND H & N ENTERPRISES, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Contract Purchase Agreement (3000211), regarding vegetation management and firebreak control, between the City of Roseville and H & M Enterprises, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 1 to Contract Purchase Agreement is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000211

Supplier Details:

Company RJN Inc.
Contact
Address DbA H And N Enterprises
Po Box 608
Pleasanton, CA 94566

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOwens@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000211

Agreement	3000211
Agreement Date	07-FEB-2020
Change Order	2
Change Order Date	17-AUG-2020
Revision	2
Agreement Amount	134,436.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **RJN Inc.**
 DbA H And N Enterprises
 Po Box 608
 Pleasanton, CA 94566
Phone: ()
Fax: ()
Email: handn.enterprises@gmail.com

Description of Labor, equipment and/or materials **AMENDMENT #1**
 Contract Purchase Agreement 3000211, which was executed on 3/10/20, is hereby modified as follows:

The Total Cost of Service payable under this Agreement is modified from \$113,000.00 TO \$134,436.00. The purpose of this modification is: The Parks Division was unable to have staff complete the work before the July 1st deadline due to COVID-19 restrictions on staffing levels.

Exhibit B Contract Provisions for Non-Federal Entity Contracts under Federal Awards revised 4/2/20 is herein made part of this purchase and fully incorporated by reference.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

PLEASE CONTACT ERIC DUBOVIK AT 916-746-1783 FOR QUESTIONS REGARDING THIS SERVICE AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12606	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-May-2020	30-Apr-2021	Babette Owens Phone 1-916-774-5704			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

- section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. 1003486

DIR Registration No. 1000021513

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

Contract Purchase Agreement 3000211

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

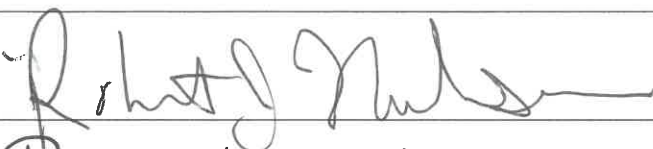
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Robert J. Nielsen
Title:	Owner

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Exhibit B
Revised 4/2/20

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. For purposes of this Exhibit B, the terms contractor, consultant, supplier, and vendor shall be used interchangeably and specifically refer to the party furnishing good and/or services to the City of Roseville (hereinafter "City") pursuant to the Agreement.
2. **Contractual remedies for breach of the Agreement:** Should any party breach any of the terms of the Agreement, the non-breaching party may commence any legal action against the other party arising out of the breach of the Agreement or the performance thereof. The prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of the Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. **Termination for cause or convenience:** At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided contractor is given thirty (30) days' written notice. City's termination shall be without further liability to City, however contractor shall be entitled to all costs reasonably incurred prior to the date of termination. contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
4. **Equal Employment Opportunity:** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this Agreement, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Contractor Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Contractor Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts or federally assisted construction contracts in accordance with procedures authorized in Contractor Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Contractor Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Contractor Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local City, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such City which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Contractor Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, City contracts and federally assisted construction contracts pursuant to the Contractor Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Contractor Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. **Davis Bacon Act:** If the Agreement is a prime construction contracts in excess of \$2,000, contractor agrees:
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- c. Additionally, contractor is required to pay wages not less than once a week.
6. **Copeland Anti-Kickback Act:** If the Agreement is a contract for construction or repair in excess of \$2,000, contractor agrees:
- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
7. **Contract Work Hours and Safety Standards Act:** This section applies if the Agreement is in excess of \$100,000 under grant and cooperative agreement programs and involves the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. Clean Air Act and Federal Water Pollution Control Act: If the Agreement is in excess of \$150,000:

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

If the Agreement is \$100,000 or more, contractor shall file the required certification under the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Procurement of Recovered Materials:

- i. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records:

- (1) The contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

14. Program Fraud and False or Fraudulent Statements or Related Acts:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

LOCATION SCHEDULE

Location #	Address	City	State	Zip
0	P.O. Box 608	Pleasanton	CA	94566
1	25578 County Rd. 34	Winters	CA	95694
2	11099 A Brittany Lane	Dublin	CA	94568
3	11099 B Brittany Lane	Dublin	CA	94568
4	16840 Old Hwy 99, APN 002-240-022	Gazelle	CA	96034
5	1715 W. Louie Rd., APN 022-470-040, 352 Acres	Gazelle	CA	96034
6	15400 Old Hwy 99, 716 Acres	Gazelle	CA	96034
7	3475 County Rd 200 - 1,267 Acres	Orland	CA	95963
8	1715 W. Louie Rd. - 753 Acres	Gazelle	CA	96034
9	3616 County Rd. 200 - 6,830 Acres	Orland	CA	95963
10	Manning Rd & Morgan Territory - 100 Acres	Livermore	CA	94551
11	West Side Tassajara Rd. - 1,462 Acres	Pleasanton	CA	94568
12	East Side of Tassajara Rd. - 1,800 Acres	Pleasanton	CA	94568
13	Parcel APN 022-450-030 – 100 Acres	Gazelle	CA	96034
14	6727 E Old West Way	Cave Creek	AZ	85331
15	2509 Swan Lake Road – 219 Acres	Klamath Falls	OR	97603
16	6727 Old West Way, Maricopa	Cave Creek	AZ	85327

Exposures

Description		Exposure		Premium Basis
Loc 1	Type 1 Farm - owner operated - over 2000 acres		13,839	Acre
Loc 1	custom farming (for receipts over \$5000)	\$	150,000	Receipt
Loc 1	Rented to others - single family dwelling - non-owner occupied		1	
Loc 2	Maintained by named insured, spouse or resident of named insured's household - single family dwelling - part owner occupied		1	
Loc 3	rented to others - single family dwelling - non owner occupied		1	
Loc 4	rented to others - single family dwelling - non owner occupied		1	
Loc 4	Irrigation or Drainage System Construction	\$	33,600	Payroll
Loc 5	Personal liability - one family dwelling		1	
Loc 6	rented to others - single family dwelling - non owner occupied		1	
Loc 7	rented to others - single family dwelling - non owner occupied		1	
Loc 8	rented to others - single family dwelling - non owner occupied		1	
Loc 9	rented to others - single family dwelling - non owner occupied		3	
Loc 14	maintained by named insured, spouse or resident of named insured's household - single family dwelling - part owner occupied		1	

Your General Liability premium is based upon these exposures and is auditable at the end of the policy term

Name Insureds are covered for all operations.

Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

See Disclaimer Page for Important Notices and Acknowledgement



COUNCIL COMMUNICATION

CC #: 1024

File #: 0900-04-01 & 0201-01

Title: 2020 Residential Resurfacing Project - Award of Contract and Budget Adjustment

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt a resolution awarding the 2020 Residential Resurfacing Project (previously known as the 2019 Residential Resurfacing Project) to the lowest responsive bidder, American Pavement Systems, Inc, in the amount of \$669,585, and authorize the City Manager to execute the agreement with authorization for staff to approve change orders up to 10% (\$66,959) as a construction contingency; and
2. Adopt an ordinance approving a budget adjustment in the amount of \$660,000.

BACKGROUND

The City has a proactive residential street maintenance program designed to seal, protect, and preserve existing pavement by completing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps the City residential streets in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. Staff tracks which residential street segments have been resurfaced in prior years so that various segments are proactively resurfaced when needed.

The scope of this project consists of resurfacing various streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The project streets are shown on Exhibit A. Staff determines which streets are to be resurfaced with the aid of a pavement management system software that helps optimize the timing of resurfacing projects based upon road condition and available funding.

On August 5, 2020 the City Council approved the plans and specifications for the project and authorized staff to call for bids. Four bids were received and opened on August 25, 2020. All bids came in over the engineer's estimate of \$500,000. The increased bid cost over the engineer's estimate is due to increased labor costs and the numerous project locations spread throughout the City (additional mobilizations).

Bid Summary	
Bidder's Name	Amount
American Pavement Systems, Inc	\$ 669,585
Intermountain Slurry Seal, Inc	\$ 691,691
VSS International	\$ 763,000
Pavement Coatings Co	\$ 949,300

The design of this project was originally budgeted with the establishment of a new CIP titled the 2019 Residential Resurfacing project during the FY2017-18 budget development process. Construction has been delayed due to staff resources and shifting priorities. The project title was changed for advertisement and award so that it matches the year of construction start.

Public Outreach

Public Affairs & Communications staff will inform residents and businesses about the project benefits and construction impacts through a variety of methods including, but not limited to: direct mail, signage, social media, web, and email notifications. More details about the project will be shared at roseville.ca.us/resurfacing. Informational mailers will be sent to residents and businesses adjacent to the construction. Prior to working on each street, the contractor will distribute door hangers at residences and display temporary “No Parking” signs with the scheduled resurfacing date for that street.

FISCAL IMPACT

This project is funded by:

- \$85,000 in previously approved Roadway Funds leftover from last year’s residential resurfacing project;
- \$100,000 in previously approved Highway User Tax Funds leftover from last year’s residential resurfacing project;
- \$660,000 in new Roadway Maintenance and Rehabilitation Account funds (RMRA, SB 1 gas tax) being requested by the attached budget adjustment;
- \$35,000 from the previously approved Harry Crabb Park CIP to construct additional on-street parking adjacent to the Harry Crabb Park.

The total project construction budget is \$880,000.

The \$880,000 construction budget will fund the construction contract, construction contingency, contract construction management and inspection, and City staff time.

No General Fund resources are allocated for this project.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Jesse Khatkar, Assistant Engineer

Jason Skykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

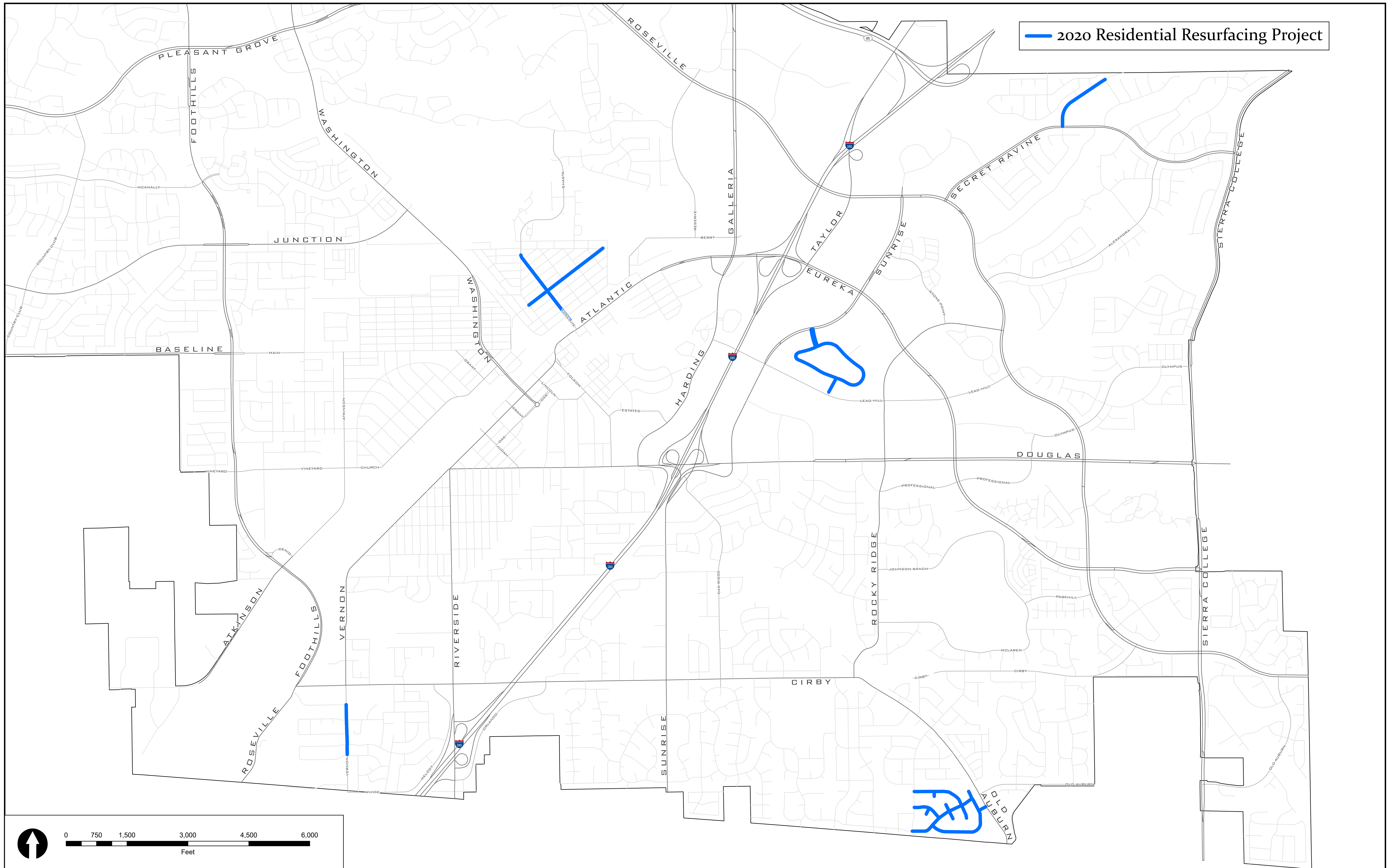
Resurfacing Map

Resolution No. 20-383

Agreement

Ordinance No. 6272

Budget Adjustment



RESOLUTION NO. 20-383

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN PAVEMENT SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the 2020 Residential Resurfacing project, by and between the City of Roseville and American Pavement Systems, Inc., has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
American Pavement Systems, Inc, a Corporation,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 5th day of
August, 2020, approved plans and specifications for the 2020 Residential
Resurfacing Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 25th day of August, 2020; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the 7th day of October, 2020, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the 2020 Residential Resurfacing
Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Six Hundred Sixty-Nine Thousand
Five Hundred and Eighty-Five dollars (\$ 669,585.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 2,400.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 30 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Public Works - Engineering
311 Vernon Street
Roseville, CA 95678
(916)746-1300

CONTRACTOR

American Pavement Systems Inc
1012 11th Street Ste 1000
Modesto, Ca 95354
(209) 522-2277

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

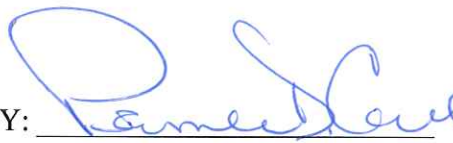
American Pavement Systems Inc. _____, a
Corporation _____

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Gregory B Reed - President

and

ATTEST:

BY: 
its: Pamela D Call - Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: JASON SHYKOWSKI

Title: Public Works Director

ORDINANCE NO. 6272

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2020 Residential Resurfacing project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$660,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jesse Khatkar, Assistant Engineer FISCAL YEAR: FY 20/21
 PREPARER NAME & TITLE: Jesse Khatkar, Assistant Engineer COUNCIL DATE (if applicable): 10/07/20
 DEPARTMENT/DIVISION: Public Works Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5301	84001	400073	(100,000)	Transfer Funds from Project 400073 to 400139
3201	6587	84001	400073	(85,000)	Transfer Funds from Project 400073 to 400139
2305	5411	84001	400139	100,000	Transfer Funds from Project 400073 to 400139
3201	5411	84001	400139	85,000	Transfer Funds from Project 400073 to 400139
2307	5301	84001	400139	55,000	Establish Project Budget for Professional Services
2307	5080	84001	400139	53,456	Establish Project Budget for Staff Time
2307	5411	84001	400139	551,544	Establish Project Budget for Repairs and Maintenance
TOTAL				660,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	660,000
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2307				(660,000)	Reduce Road Maintenance and Rehab Fund
TOTAL				(660,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to fund the construction for the 2020 Residential Resurfacing Project (2019 Residential Resurfacing). The scope of this project consists of resurfacing various streets in the South Cirby neighborhood. Automall Drive, Scarborough Drive and Yosemite Street. In addition, the project incorporates minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The project will be funded using Highway Users Tax Fund, Road Maintenance and Rehab Fund, & Roadway Fund.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY			
DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1023
File #: 0203-05

Title: VHF Radio System Support - Sole Source Contract Purchase Agreement
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends Council authorize a Contract Purchase Agreement with Silke Communications for two years of enhancement and support on the VHF radio system in the amount of \$150,000 and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

The VHF radio system is used by the Fire and Police Departments to enable personnel to communicate with other agencies during daily interactions as well as significant mutual aid incidents. In addition, the VHF system is used as a method for Fire Station alerting and as a backup to the 800MHz radio system.

This contract is sole sourced as Silke is in the process of updating Fire and Police interoperability radio systems with engineered work and there are additional efforts needed to complete the update process. Also, this work must be provided by Silke to remain under manufacturer warranty.

The support coverage is from July 1, 2020 through June 30, 2022. The contract is based on time and materials and will not exceed \$150,000.

FISCAL IMPACT

Support and maintenance of the VHF system is budgeted in the FY2020-21 budget of the Information Technology Operations Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A contract purchase agreement for VHF system support meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Karl Grover, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-382

CPA 3000849

RESOLUTION NO. 20-382

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND SILKE COMMUNICATIONS, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000849) for on-call services for the City of Roseville's VHF communications system, between the City of Roseville and Silke Communications, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000849

Supplier Details:

Company Silke Communications
Contact
Address 1050 Riverside Pkwy Suite 110

West Sacramento, CA 95605

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747

Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000849

Agreement	3000849
Agreement Date	27-AUG-2020
Revision	0
Agreement Amount	150,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Silke Communications**
 1050 Riverside Pkwy Suite 110

West Sacramento, CA 95605

Phone: ()
Fax: ()
Email: arecord@silkecom.com

Description of Labor, equipment and/or materials Vendor will provide radio communications on call services for The City of Roseville's VHF communications system in accordance with the attached VHF and On Call Services SOW dated 06/30/2020.

START DATE: EXECUTED AGREEMENT
 END DATE: 6/30/22

For questions contact Karl Grover at (916) 774-5145 or kgrover@roseville.ca.us.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12473	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

"Becky" Rebecca Philipp Phone 1-916-774-5724

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant.

The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00842372

Contractor License No. 1057507

DIR Registration No. PW-LR-1000546270

Check mark the applicable company type below:

X Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 5/3/18 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____X_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

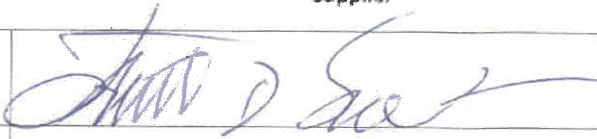
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

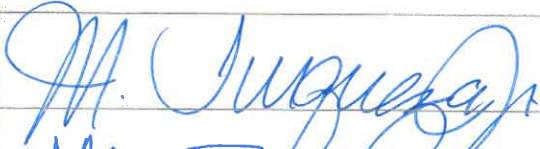
How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

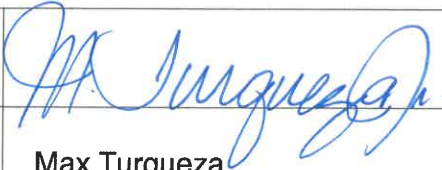
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	JAMES D. SILKE JR
Title:	President

Supplier	
Signature:	
Print Name:	MAX TURQUETERA
Title:	CFO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Supplier	
Signature:	
Print Name:	James Silke
Title:	President

Supplier	
Signature:	
Print Name:	Max Turqueza
Title:	CFO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



Working Document:

V1.2 06/30/2020

VHF and On Call Services SOW

City of Roseville On Call Service Services, VHF

Silke Communications will provide radio communications on call services for The City of Roseville's VHF communications system. These services include, but are not limited to,

- ✦ Annual preventative maintenance on VHF System Equipment.
- ✦ Scheduled and on call repair services to VHF transmitters & receivers.
- ✦ Scheduled and on call repair services to UHF link station.
- ✦ Scheduled and on call repair services to voter equipment.
- ✦ Scheduled and on call repair services for VHF to dispatch interface equipment.
- ✦ Scheduled and on call repair services for the VHF simulcast system equipment.
- ✦ Scheduled and on call repair services for Fire Station VHF radios and ring down equipment.
- ✦ Other VHF radio services as requested by the City of Roseville.

WASHINGTON  OREGON  CALIFORNIA

www.silkecom.com | 855-Go-Silke (855-467-4553)

From Towers to Talk



City of Roseville Service Call Out Procedures

City of Roseville On Call Service Call Out Procedures

An authorized member of City of Roseville will initiate a Radio Service Call Out Procedure. As of Q1 2020 the following members of City of Roseville are approved to initiate a radio service call out:

- Karl Grover
- Paul Ruiz

Normal Business Hours:

Call the West Sacramento Shop at 916 345 4553

After Business Hours:

Call the main toll free Silke number and select the California technician on call at 855 GO-SILKE (855 467 4553)

Service Request:

WHO: Identify yourself as a City of Roseville member.

WHAT: Quick report on what the problem is:

WHERE: Quick report on where the problem is:

WHEN: Quick report on when the failure was noticed or occurred

Point person and call back number: Who should we work with (if other than the reporting person) for resolution and their contact number?

This call gets the process rolling with the Silke Com Team. We will initiate our call out tree to be responding to the problem.

Then, if possible, please have the reporting person follow up with an email to SilkeSupport@silkecom.com with any additional information, cell phone pictures, additional info, etc.



Hourly rates for On Call Service

Field Technician during normal business hours	\$145 an hour
System Technician during normal business hours	\$225 an hour

After hour rates are at 1.5 times normal hourly rates.

The Field Technician rate is applicable to tasks such as radio & antenna installation, repeater/voter equipment installation, radio program loading, basic troubleshooting (coax, SW/B, physical wire connections), radio system clean up (tracing coax and wires, labeling connectors, grounding), voter connections down and similar tasks.

The Systems Technician rate is applicable when a technician is actively working on "the system". Tasks such as programming the comparators and voters, tuning combiners, troubleshooting complex problems (voter is down and does not come back up after standard phone line troubleshooting).

The same technician can bill at both rates on the same call out, based on the task they are performing.



June 30th, 2020

City of Roseville Fire Department
316 Vernon Street #480
Roseville, CA. 95678

Dear Roseville Fire Department.,

Thank you for the continued opportunity to serve as a communications resource for your operations. Silke Communications stands behind our workmanship and the product we represent and install. However, Silke Communications will not warranty any service, work or installation we have provided in the past that is still under warranty, if a non-Silke technician has performed work on that system. Limited exceptions are made for City of Roseville Fleet Technicians that have been trained by Silke Communications and stay within the approved scope of work. For radio and communications hardware and other physical material we have installed, we cannot provide warranty service, either manufactures' or out extended warranty is a non-Silke technician has worked on the system, beyond standard user accessible options.

inc. r ,

SILKE
COMMUNICATIONS

David C Jones | Communications Specialist | Washington | California | Oregon | 916-245-6555 office
| 916-708-6388 mobile |
1050 Riverside Pkwy, Suite 110, West Sacramento, CA. 95605

WASHINGTON OREGON CALIFORNIA
WASHINGTON OREGON CALIFORNIA
10/18
07-11



Contract Purchase Agreement 3000849

Supplier Details:

Company Silke Communications
Contact
Address 1050 Riverside Pkwy Suite 110

West Sacramento, CA 95605

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747

Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000849

Agreement	3000849
Agreement Date	27-AUG-2020
Revision	0
Agreement Amount	150,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Silke Communications**
 1050 Riverside Pkwy Suite 110

West Sacramento, CA 95605
Phone: ()
Fax: ()
Email: arecord@silkecom.com

Description of Labor, equipment and/or materials Vendor will provide radio communications on call services for The City of Roseville's VHF communications system in accordance with the attached VHF and On Call Services SOW dated 06/30/2020.

START DATE: EXECUTED AGREEMENT
 END DATE: 6/30/22

For questions contact Karl Grover at (916) 774-5145 or kgrover@roseville.ca.us.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12473	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
"Becky" Rebecca Philipp Phone 1-916-774-5724					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant.

The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
- (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

- d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00842372

Contractor License No. 1057507

DIR Registration No. PW-LR-1000546270

Check mark the applicable company type below:

 X Corporation

 Limited Liability Company

 Partnership

 Sole Proprietor

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 5/3/18 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____ **X** _____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics:_____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

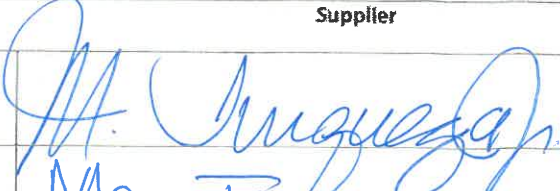
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

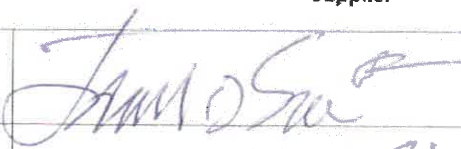
How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

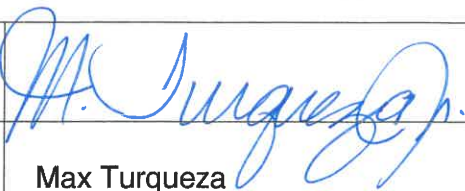
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Max Turquero
Title:	CFO

Supplier	
Signature:	
Print Name:	JAMES D. Siler
Title:	President

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Supplier	
Signature:	
Print Name:	James Silke
Title:	President

Supplier	
Signature:	
Print Name:	Max Turqueza
Title:	CFO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



Working Document:

V1.2 06/30/2020

VHF and On Call Services SOW

City of Roseville On Call Service Services, VHF

Silke Communications will provide radio communications on call services for The City of Roseville's VHF communications system. These services include, but are not limited to,

1. Annual preventative maintenance on VHF System Equipment.
2. Scheduled and on call repair services to VHF transmitters & receivers.
3. Scheduled and on call repair services to UHF link station.
4. Scheduled and on call repair services to voter equipment.
5. Scheduled and on call repair services for VHF to dispatch interface equipment.
6. Scheduled and on call repair services for the VHF simulcast system equipment.
4. Scheduled and on call repair services for Fire Station VHF radios and ring down equipment.
8. Other VHF radio services as requested by the City of Roseville.



City of Roseville Service Call Out Procedures

City of Roseville On Call Service Call Out Procedures

An authorized member of City of Roseville will initiate a Radio Service Call Out Procedure. As of Q1-2020 the following members of City of Roseville are approved to initiate a radio service call out:

- Karl Grover
- Paul Rini

Normal Business Hours:

Call the West Sacramento Shop at 916-245-6555

After Business Hours:

Call the main toll free Silke number and select the "California Technician On Call" at 855-GoSilke (855-467-4553)

Service Request:

Who: Identify yourself as a City of Roseville member.

What: Quick report on what the problem is.

Where: Quick report on where the problem is.

When: Quick report on when the failure was noticed or occurred

Point person and call back number: Who should we work with (if other than the reporting person) for resolution and their contact number?

This call gets the process rolling with the Silke Com Team. We will initiate our call out tree to ensure the best and closest resource will be responding to the problem.

Then, if possible, please have the reporting person follow up with an email to SacSupport@silkecom.com with any additional information, cell phone pictures, additional information, etc.



June 30th, 2020

City of Roseville Fire Department
316 Vernon Street #480
Roseville, CA. 95678

Dear Roseville Fire Department.,

Thank you for the continued opportunity to serve as a communications resource for your operations. Silke Communications stands behind our workmanship and the product we represent and install. However, Silke Communications will not warranty any service, work or installation we have provided in the past that is still under warranty, if a non-Silke technician has performed work on that system. Limited exceptions are made for City of Roseville Fleet Technicians that have been trained by Silke Communications and stay within the approved scope of work. For radio and communications hardware and other physical material we have installed, we cannot provide warranty service, either manufactures' or out extended warranty is a non-Silke technician has worked on the system, beyond standard user accessible options.


The block contains a handwritten signature in black ink, which appears to read "David C. Jones". Below the signature is a small, partially obscured version of the Silke Communications logo.

David C Jones | Communications Specialist | Washington | California | Oregon | 916-245-6555 office
| 916-708-6388 mobile | dave@silkecom.com
1050 Riverside Pkwy, Suite 110, West Sacramento, CA. 95605



COUNCIL COMMUNICATION

CC #: 1022
File #: 0800-02

Title: Supervisory Control and Data Acquisition Network - Sole Source Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving a sole source purchase order with JPR Systems Inc, to provide Endress+Hauser monitoring/transmitting equipment and parts for the supervisory control and data acquisition (SCADA) network and automation systems of the Environmental Utilities Department (EUD) Water and Wastewater plants and remote sites. Staff also requests authorization for four (4) additional one (1) year renewals without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department has standardized various high performance transmitting and monitoring sensors with Endress+Houser equipment. JPR Systems Inc. is the exclusive manufacturer's representative for the state of California, Hawaii, and parts of Nevada. JPR Systems is an authorized sales agent working on the behalf of Endress+Hauser to provide quotations, proposals, sell products and receive purchase orders in their assigned territory.

FISCAL IMPACT

The estimated annual cost of service is \$300,000 with funding from the Environmental Utilities Department's FY2020-21 operations budget for Water/Wastewater and Collections. Projected spending for optional renewal years is as follows: \$300,000 FY2021-22, \$300,000 FY2022-23, \$300,000 FY2023-24, and \$300,000 FY2024-25.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of equipment and parts meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-381

RESOLUTION NO. 20-381

APPROVING A PURCHASE ORDER FOR TRANSMITTING/MONITORING EQUIPMENT
FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) NETWORK

WHEREAS, a purchase order for Transmitting/Monitoring Equipment for Supervisory Control and Data Acquisition (SCADA) Network, between the City of Roseville and JPR Systems, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1039
File #: 0800-05

Title: Microsoft Enterprise - Agreement Renewal
Contact: Pete McLemore 916-774-5431 pmclemore@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.7.

RECOMMENDATION TO COUNCIL

City staff recommends approval and authorization for the City Manager to sign this agreement, and any other documents necessary to facilitate this agreement, for Renewal of a Microsoft Enterprise Agreement for Software licensing via Softchoice, an authorized Microsoft Reseller, for a 5-year agreement. This agreement is based on competitive pricing from the Riverside County Enterprise Agreement consistent with the previous City Enterprise Agreements. The estimated annual costs are \$392,689.42 for years 1-3 and \$412,463.07 for years 4-5; not to exceed a total agreement cost of \$2,002,994.40 over the 5-year agreement. Staff also recommends that the Council delegate authority to the Chief Information Officer to approve additional costs, not to exceed \$50,000 per year, over the term of the agreement to cover any changes in the City's IT environment which will be charged by annual "True Ups" completed with Softchoice.

BACKGROUND

The City's existing Microsoft Enterprise Agreement with Insight (formerly PCM-G) expired on September 30, 2020. The IT Department recommends the Microsoft Enterprise Agreement with Softchoice based on the City's Request for Proposals (RFP) for Microsoft Enterprise Agreement that was issued on July 16, 2020. Three vendors submitted proposals in response to the RFP. Of the 3 proposals, Softchoice was selected based on their proposal providing the best cost savings for the City, their experience providing volume licenses, and their staff experience with Microsoft licenses. The recommended agreement includes all former "True Ups" and additional license purchases since the last agreement expired, keeping the City in contract compliance moving forward.

The Microsoft Software agreement includes: Microsoft Office (Outlook, Word, Excel, PowerPoint, etc.), Exchange (email), SharePoint, OneDrive, SQL (database) and Teams. All of these applications are essential to the City for day to day operations.

FISCAL IMPACT

The estimated fiscal year FY2020-21 cost of the agreement is \$392,689.42 and is included in the

Information Technology Operations Internal Service Fund budget. The annual amount of the contract for years 1-3 is \$392,689.42 and for years 4-5 is \$412,463.07, for a total agreement cost of \$2,002,994.40 over the 5-year term before taking into account any "True Ups". Future renewals of the purchase order will be contingent on Council approval of the budget for each year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The expenditure for these support subscription renewals meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Pete McLemore, IT-Business Systems Analyst

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-398

Softchoice Riverside Executed Contract

Softchoice RFP Packet (excluding pricing sheet)

Softchoice Pricing for Microsoft EA

MSFT Amendment to Contract Docs (M97)

Signature Needed- Discount Transparency Disclosure Form

Signature Needed- Program Signature Form (Microsoft Signature on AAF)

Microsoft Alternative Acceptance Form (Program Signature)

Enterprise Agreement State & Local

State & Local Enterprise Enrollment

RESOLUTION NO. 20-398

APPROVING A PURCHASE ORDER BY AND BETWEEN THE CITY OF ROSEVILLE
AND SOFTCHOICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND
ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, City staff recommends a purchase order regarding a five-year renewal of
Microsoft Enterprise licenses; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said purchase order is hereby approved and that the City Manager or his designee is authorized to
execute any related documents on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the Chief Information Officer shall be authorized to
approve additional “true-up” costs and unexpected changes for the project, consistent with the
contract terms, provided that the net cost of all change orders shall not exceed \$50,000 per year.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Licensing Solution Provider Agreement Number PSA-0001529

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Softchoice Corporation, a New York Corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

Licensing Solution Provider Agreement Number PSA-0001529

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
 - 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
 - 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
 - 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

Licensing Solution Provider Agreement Number PSA-0001529

“Reporting of Active Enrollments” list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Dave Tomke
314 W. Superior St., Suite 300
Chicago, IL 60654

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

Licensing Solution Provider Agreement Number PSA-0001529

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

Licensing Solution Provider Agreement Number PSA-0001529

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Softchoice Corporation, a New York corporation

By: 
Kevin Jeffries, Chairman
Board of Supervisors

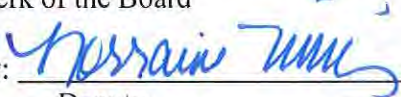
By: 
Vince De Palma
President and Chief Executive Officer

Dated: OCT 22 2019

Dated: Oct 10, 2019

ATTEST:

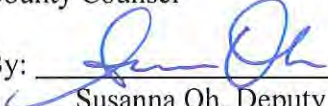
Kecia Harper
Clerk of the Board

By: 
Deputy



APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001529

**Exhibit A
Microsoft Enterprise license subscription and services**

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	3.50
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	3.50
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	3.50
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	3.50
5	All products for Select Plus Agreement No.7756479.		2.00
6	Microsoft Premier Support		3.50
7	Microsoft Unified Support Services		3.50
8	Microsoft Consulting Services		3.50

Licensing Solution Provider Agreement Number PSA-0001529

**Exhibit B
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	No	\$0
2	Build Intelligent Agents	No	\$0
3	Machine Learning	No	\$0
4	Internet of Things	No	\$0
5	Globally distributed data	No	\$0
6	OSS Databases	No	\$0
7	Cloud Scale Analytics	No	\$0
8	Data Platform Modernization to Azure	No	\$0
9	Windows Server on Azure	No	\$0
10	Security & Management	No	\$0
11	Datacenter Migration	No	\$0
12	Modern Business Intelligence	No	\$0
	Biz Apps		
1	Customer Service	No	\$0
2	Field Service	No	\$0
3	Marketing	No	\$0
4	Talent	No	\$0
5	Finance and Operations	No	\$0
6	Business Central	No	\$0
7	Power Apps	No	\$0
8	Power BI	No	\$0
	Apps and Infrastructure		
1	Azure Stack	Yes	\$235
2	High Performance Compute	Yes	\$235
3	Cloud Native Apps using Serverless	Yes	\$235
4	Modernize Apps	Yes	\$235
5	SAP on Azure	No	\$0
6	Linux on Azure	Yes	\$235
7	Dev Ops	Yes	\$235
8	Business Continuity & Disaster Recovery	Yes	\$235
9	Windows Server on Azure	Yes	\$235
10	Security & Management	Yes	\$235
11	Datacenter Migration	Yes	\$235

Licensing Solution Provider Agreement Number PSA-0001529

**Exhibit B (cont.)
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$200
2	Security	Yes	\$235
3	GDPR & Compliance	No	\$0
4	Teamwork	Yes	\$235
5	Calling & Meetings	Yes	\$235
6	Modern Desktop	Yes	\$210
7	Office 365 Migration Assistance	Yes	\$210
7a	Mail	Yes	\$210
7b	Teams	Yes	\$235
7c	SharePoint	No	\$0
7d	OneDrive	Yes	\$210

Licensing Solution Provider Agreement Number PSA-0001529

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau
GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications
GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:

Attention: Rick Hai
E-mail: RHai@rivco.org

Payment should be made to:

Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501

County of Riverside TIN #: 95-6000930

Company Name: Softchoice Corporation

Name: Dave Tomke

Title: Territory Sales Director, US Public Sector

Address: 314 W Superior St. Suite 400

City: Chicago

Zip Code: 60654

Telephone #: 312-655-9002

Fax #: 877-310-7639

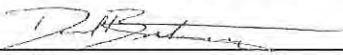
Email: dave.tomke@softchoice.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.


Signature

David Butkiewicz

Printed Name

9/11/2019

Date

Contract Program Manager

Title

Licensing Solution Provider Agreement Number PSA-000001529

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	Company name							
RIVCO								
Contract ID	RIVCO-20800-00x-xx/xx							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSL
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country:

United States

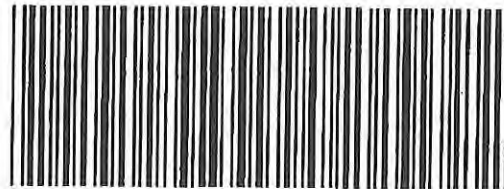
Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016



(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

Program Signature Form

MBA/MESA number

Agreement number

8084445

004-kayleed-S-04

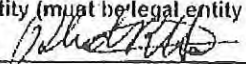
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* 	
Printed First and Last Name* Richard R. Hai	
Printed Title Sr. Procurement Contract Specialist	
Signature Date* 08/22/2019	
Tax ID	

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY  8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature  Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:



Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country:

United States

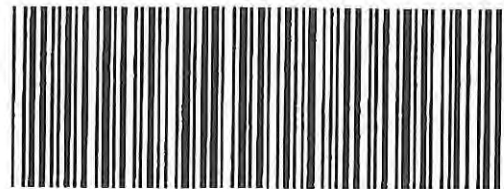
Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016



(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

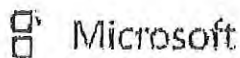
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:



Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
- (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☐ MBSA
☒ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

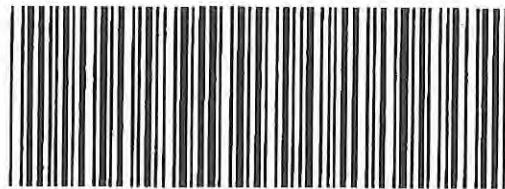
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

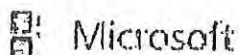
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Amendment to Contract Documents

Agreement Number

8084445

004-kaylead-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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IMPORTANT

07/28/2020

TO: Proposers

FROM: Pete McLemore, IT Dept.

RE: RFP Microsoft Enterprise Agreement (EA)

*******ADDENDUM ONE*******

Please note the following revisions, which represent one attachment:

Question: There are Software Assurance renewals listed for various SQL SKUs, Visual Studio Enterprise MSDN and Windows Server, but the current EA list of licenses on page 30 does not include any of those products. Are you renewing that maintenance from another contract that isn't shown?

Answer: Thank you for your question. It has come to our attention that our full EA was not captured on our original document. Please see the addendum for a better capture of our environment as provided by Microsoft.

Please use the addendum licensing sheet instead of the EA license provided at the end of the RFP.

You must acknowledge receipt of this addendum by including a signed copy with your proposal submittal.

I acknowledge receipt of Addendum One

Name Jordanna Silver, Manager Bid Response Team

Signature 

Company Softchoice Corporation

Date July 30th, 2020

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

Cover Letter

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 2



Cover Letter

July 30th, 2020

City of Roseville
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department

RE: Microsoft Enterprise Agreement

Softchoice would like to thank you for the opportunity to respond to the City of Roseville Microsoft Enterprise Agreement request for proposal.

Softchoice will perform the services and adhere to the requirements described in this RFP, including addenda 1.

As Manager Bid Response Team, I am authorized to sign and contractually bind Softchoice to the pricing provided in our response. During the evaluation period, please do not hesitate to contact your Account Executive below with any questions you may have regarding our response.

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

As always, your time and willingness to consider Softchoice are very much appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Silver", is positioned below the "Sincerely," text.

Jordanna Silver
Manager, Bid Response Team

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

Signature Requirements

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

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Included within TAB G.

Softchoice proposal is submitted on behalf of a Corporation. The correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name is provided. The title of the office held by the person signing for the corporation appears below the signature of the officer.

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB A: Firm's Qualifications

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

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TAB A: Firm Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services.

Response:

As a Gold Certified Microsoft Partner, Softchoice is ranked among the top 5 LSPs in North America and #8 in the world.

Our team of Microsoft experts utilize deep knowledge and a broad base of expertise to deliver an optimized solution to our customers that both meets their needs and exceeds expectations. We offer high touch services including roadmap consulting, deployment support, licensing advisory, implementation services, cloud, and technology viability assessments.



As a twelve-time recipient of the Microsoft's Operational Excellence Award, the City of Roseville will recognize the accuracy and efficiency of our licensing agreement processing and management capabilities. We follow a unique Microsoft Agreement management methodology that is comprised of multiple tools, resources, and processes designed to help the City of Roseville identify the most cost-effective licensing models to best support and help in building your business. The tools and assessments we have designed to help the City of Roseville include, but are not limited to:



- Expert Agreement Management, Price Analysis, and Negotiation Strategy upon Renewal
- Software asset management (SAM) consulting assessments
- Customized Microsoft roadmap and strategic future-planning sessions
- Ongoing Cost optimization analysis and recommendations
- Software Assurance benefits planning
- Licensing & Deployment Assessments and Services
- Scheduled Account Reviews / Product Updates
- Online Services Portal Administration, Onboarding, and Support
- Strategic Fulfillment
- Project Management

The only true way to achieve ongoing cost savings and efficiencies within your technology portfolio is by having a partner that knows your organization: the people, the processes, the agreements, the upcoming projects, and overall objectives. Softchoice has a proven formula for successfully achieving these overall objectives through Account Management, Asset Management, Maintenance Management, Six Sigma Oversight, Knowledge of Microsoft Licensing Programs, Microsoft Professional Services, and Partnerships.

Softchoice Request for Proposal Response

Page 3 of 5



Softchoice is both an authorized Microsoft LSP (Licensing Solutions Provider) and a National SI.

As a trusted Microsoft partner for over 20 years, Softchoice is committed to maintaining the highest status and relationship with Microsoft. Softchoice has maintained accreditation for 20 years and is continually represented at the Microsoft Operational Excellence Awards (13-time winner). As a valued partner of Microsoft, Softchoice works closely with Microsoft to ensure that we have all the requirements to continue and excel as a Gold Partner. Some of Softchoice's credentials include:

- Microsoft Gold Certified Partner
- #1 Enterprise Agreements Managed in North America: 16th year in a row
- 42% market share in Canada for all Microsoft Volume License sales
- 10 Microsoft Gold Certifications
- 98% Enterprise Agreement Customer Renewal loyalty
- 12 -Time Operational Excellence Award Winner
- IMPACT Award Winner: SMC Partner of the Year
- 200+ customers moved their Microsoft Agreements over to Softchoice in 2019

Softchoice Microsoft Certification Level

- Gold Messaging
- Gold Software Asset Management
- Gold Communications
- Gold Collaboration and Content
- Gold Cloud Platform
- Gold Datacenter
- Gold Cloud Productivity
- Gold Small and Midmarket Cloud Solutions

These Gold Certifications allows Softchoice to deliver solutions and services for:

- Microsoft Certified Solution Expert: Cloud Platform and Infrastructure (AZURE)
- Microsoft office Specialist (includes O365)
- Microsoft Certified Solutions Expert: Messaging (Exchange & Exchange Online)
- EMS
- TEAMS
- SQL

Softchoice is trusted with managing over 6,500 Microsoft Agreements, spanning across both the Public and Private sectors of Canada and the United States – this is more than any other LSP in North America. In addition, Softchoice successfully manages large Microsoft Framework Agreements for various organizations upwards of 30,000+ people throughout Canada & the United States which include some of the most advanced and complex Microsoft agreements in the world.

Softchoice Request for Proposal Response

Page 4 of 5



Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any.

Response:

All services associated with this request for proposal would be completed by Softchoice. Softchoice would not utilize any partners to complete the services associated with the scope of work.

Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff.

Response:

Not applicable.

Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

Response:

Softchoice is one of the largest IT Solution and Managed Service providers in North America. Every day, thousands of organizations rely on Softchoice to provide insight and expertise that speeds the adoption of technology, while managing cost and risk. Through our unique points of view, we challenge leaders to think differently about the impact of technology on their employees and customers. We support our customers coast to coast with over 40 offices and 7 call centers in Toronto, Vancouver, Calgary, Montreal, Atlanta, Chicago, and Seattle. Softchoice head office in Canada is located in Toronto, Ontario and headquarters in Chicago, Illinois, United States.



Softchoice training, marketing and development teams are located in Toronto, Ontario and Chicago, Illinois. Softchoice Keystone Managed Services are located in Oakville, Ontario. Finally, Softchoice sales teams are located strategically across Canada and the United States to provide localized sales support.

Executive Leadership Team

As President and Chief Executive Officer, Vince De Palma is responsible for the implementation of Softchoice's strategic plan, as well as the growth and success of Softchoice people and the business as a whole. He joined Softchoice in February 2017. Vince's career spans more than

Softchoice Request for Proposal Response

Page 5 of 5



30 years of executive leadership experience. Prior to joining Softchoice, he served as President and CEO of Shred-it, an international information destruction company. Under his leadership, Shred-it became a globally recognized information security brand, operating in over 200 service centers in 18 countries worldwide and serving over 400,000 businesses and organizations.



Softchoice is pleased to provide support to the City of Roseville with a total of 1,800 employees strategically located across Canada and the United States. Please find below Softchoice number of employees, split by function and geographical locations:

	Canada	US Central	US East	US West	Grand Total
Development	127	24	27	25	203
Management	6		1		7
Operations	201	3	8	3	215
Service/Consulting	289	32	38	33	403
Sales	353	100	80	216	749
Support	188	8	3	6	205
Training	12	2	2	2	18
Grand Total	1176	169	159	296	1800

Softchoice staffing levels over the last five years has grown approximately ten percent year over year.

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB B: Experience and References

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 7



TAB B: Experience and References

Provide a summary of your firm's experience in providing these or similar services, particularly around Enterprise Agreements and Volume Licensing.

Response:

Softchoice is trusted with managing over 6,500 Microsoft Agreements, spanning across both the Public and Private sectors of Canada and the United States – this is more than any other LSP in North America. In addition, Softchoice successfully manages large Microsoft Framework Agreements for various organizations upwards of 30,000+ people throughout Canada & the United States which include some of the most advanced and complex Microsoft agreements in the world.

Please find below a list of State Governments within the United States of America which Softchoice provides Microsoft products and services:

Alabama:

- Softchoice provides the State of Alabama with Microsoft Surface State Devices, accessories, and warranties through a Statewide Mandatory Contract T525.

Alaska:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, accessories, and warranties through Alaska Participating addendum 2015PC0019.

Arizona:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories, and warranties through Arizona's Participating Addendum ADSP016-104140.

Arkansas:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Arkansas's Participating Addendum 4600035741.

California:

- California Department of General Services SCA Contract SCA-19-70-0009L for the purchase of Microsoft software products, software maintenance and technical support.
- California County Information Services Directors Associate (CCISDA) LSP Provider Agreement number PSA-0001529 for the purchase of Microsoft software products, software maintenance and technical support.

Softchoice Request for Proposal Response

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- Softchoice is the preferred provider of Microsoft Enrollment Education Solutions for the State of California through California IT In Education (CITE formerly CETPA). The California and Microsoft Strategic Alliance (CAMSA) contract is a Statewide sole source contract for all Educational Microsoft Purchases within the State of California.

Connecticut:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Connecticut's Participating Addendum 13PSX0280.

Florida:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Florida's Participating Addendum 43211500-WSCA-15-ACS.

Georgia:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Georgia's Participating Addendum 99999-SPD-T20190904-0001.

Hawaii:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Hawaii's Participating Addendum SPO 15-05.

Idaho:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Idaho's Participating Addendum PADD16200162.

Iowa:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Iowa's Participating Addendum.

Louisiana:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Louisiana's Participating Addendum 4400008025.

Softchoice Request for Proposal Response

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Montana:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Montana's Participating Addendum.

Nebraska:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through Nebraska's Participating Addendum 14263.

New Jersey:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through New Jersey's Participating Addendum 11-5-15-40166

New Mexico:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State Devices, Accessories and Warranties through New Mexico's Participating Addendum 60-000-15-00008AT.

North Carolina:

- Softchoice is the sole provider of Microsoft Enrollment Education Solutions for the State of North Carolina through the North Carolina Department of Public Instruction. Contract 40-IT00107-17 is a mandatory Statewide sole source contract for all Educational Microsoft Purchases within the State of North Carolina.

North Dakota:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through North Dakota's Participating Addendum 022-MNWNC-119-PA.

Ohio:

- Softchoice provides Microsoft Licensing to the State of Ohio through contract 0A1252 through the State of Ohio Department of Administrative Services.

Softchoice Request for Proposal Response

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Oklahoma:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State, Accessories and Warranties through Oklahoma's Participating Addendum.

Rhode Island:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State, Accessories and Warranties through Rhode Island's Participating Addendum 3443146.

South Carolina:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State, Accessories and Warranties through South Carolina's Participating Addendum 4400011340.

South Dakota:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface State, Accessories and Warranties through South Dakota's Participating Addendum 16882.

Texas:

- Softchoice is an authorized reseller on Texas DIR Microsoft Surface State contract DIR-CPO-4471 for Microsoft Surface States, Accessories and Warranties.

Utah:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through Utah's Participating Addendum PA2219.

Vermont:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through Vermont's Participating Addendum 30131.

Washington:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through Washington's Participating Addendum 05815-008.

Softchoice Request for Proposal Response

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Wisconsin:

- Softchoice is an Authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through Wisconsin's Participating Addendum 505ENT-O16-NASPOCOMPUT-10.

Wyoming:

- Softchoice is an Authorized Reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surface States, Accessories and Warranties through Wyoming's Participating Addendum.

Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

Response:

Elsinore Valley Municipal Water District

Softchoice has assisted Elsinore Valley Municipal Water District in managing their Microsoft license environment for over 15 years. The most recent iteration of the EA contract has grown to 225 seats and is priced through the California County Information Services Directors Associate (CCISDA) master agreement.

In addition to managing the client's Microsoft license environment, the Softchoice Professional Services division also completed a full Hybrid Exchange Migration for the client in 2015.

James Ollerton
Director of Information Technology
951-674-3146 Ext. 8277
31315 Chaney Street, Lake Elsinore, CA 92530

Housing Authority of the County of San Bernardino

Softchoice has assisted the Housing Authority of the County of San Bernardino in managing their Microsoft license environment for over 6 years. The most recent iteration of the EA contract has grown to 278 seats

In addition to managing the client's Microsoft license environment, the Softchoice Professional Services division also completed an Office 365 Hybrid Pilot Migration for the client in 2018.

Garett Dalton
IT Manager
909.332.6339

Softchoice Request for Proposal Response

Page 7 of 7



715 E. Brier Drive, San Bernardino, CA 92408

Helix Water District

Helix Water District moved their 150 seat EA agreement over to Softchoice in 2019 after receiving less than optimal customer service and assistance from their prior LSP.

In addition to managing the client's Microsoft license environment, the Softchoice Professional Services division also assisted the customer earlier this year with some Exchange Migration Planning.

Michael Herrera
Enterprise Architecture Manager
619.667.6254
7811 University Ave, La Mesa CA, 91942



City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB C: Qualifications of Team

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 7



TAB C: Qualifications of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team.

Response:

Your Dedicated Account Team starts with your Account Executive, Maureen Copeland, who is responsible for the City of Roseville/Softchoice partnership. Maureen's role is to oversee the high-level needs of your organization:

- Overall account management and project involvement.
- Participation for State meetings: purchase reporting reviews, pricing updates/changes, program & contract education, and vendor-presentations.
- Assistance and guidance around asset management, technology options, industry trends, cost savings initiatives and opportunities.
- Proactive discussions surrounding hardware savings options to your organization.
- SLA governance
- Overall satisfaction of your account

At Softchoice, we believe exceptional customer service requires dedicated people who know and care about your business. That is why we are pleased to provide you with a unique, first to market, three prong Unified Account Management approach. In addition, your Account Executive, will help manage your needs and put time back in your day. She will take time to understand your technology needs and your preferred methods of conducting business, giving the City of Roseville the peace of mind that comes from knowing your requests are in capable hands.

Maureen can also be contacted for:

- Information and pricing on more than 400,000 software and hardware products
- Detailed reports on your purchase order and payment history
- Information and instruction on Softchoice's timesaving tools and technology
- Updates on the latest technology products and promotions
- Proactive notification of deals and promotion; relevant to your business.

Maureen Copeland – Senior Account Executive

Based out of Minneapolis, Maureen Copeland has over 6 years' experience in technology sales and Account Management. She is actively engaged in all levels of IT solutions to many of Softchoice's Enterprise & Public Sector clients in California. Maureen manages some of the largest Microsoft Enterprise contracts and helps her customers in their everyday licensing needs and always keep them informed with the changes made by Microsoft.

Softchoice Request for Proposal Response

Page 3 of 7



Maureen is a dedicated account executive, from both a client and a vendor perspective. She enjoys the challenge of working with influential business leaders and helping them to think differently about the impact that technology can have on their organization. Maureen excels in helping clients leverage Softchoice resources to effectively build and execute a road map to bring them through these transitions to a successful outcome.

Richard Nice – Microsoft Solutions Sales Specialist

Richard is based out of our Chicago, IL office with thirteen (13) years as a Microsoft specialist. Richard has supported the public sector for eight (8) of those years. During those years Richard has supported multiple individual state contracts, Wisconsin, Pennsylvania CCAP, Illinois, Mississippi, and California. Richard's methodology for supporting clients includes maximizing the return on investment, rationalization of Microsoft products, overall cost reductions, and solution capabilities.

Richard is a Microsoft Certified Professional (MCP) for "Designing and Providing Microsoft Licensing Solutions for Large Organizations".

Softchoice Request for Proposal Response

Page 4 of 7



A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified.

Softchoice / City of Roseville Supporting Team Organizational Chart:

Team Org Chart



Dave Tomke-
Director Sales -
Chicago



William Miller-
Manager- US SLED
West - Chicago



Maureen Copeland
- Account
Executive -
Minneapolis

Microsoft Support Team



Richard Nice -
Microsoft Licensing
Specialist - Chicago



Brian Burns- Microsoft
Solution Architect -
Atlanta



Jennifer
Reed- Senior
Manager
Solution
Architect -
Seattle



Sarah
Rousseau -
Microsoft
Program
Specialist -
Toronto

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William Miller – Territory District Sales Manager

Based out of Chicago, William is responsible for all business-related activities for Softchoice within the Public Sector in the Western Territory of the United States. He is actively engaged in creating awareness and demand for Softchoice's IT offerings to our Education, Government and Not for Profit customers. Having been in the industry for over 8 years, Will sees Microsoft as being a core component to many of his clients.

Richard Nice – Microsoft Solutions Sales Specialist

Richard is based out of our Chicago, IL office with thirteen (13) years as a Microsoft specialist. Richard has supported the public sector for eight (8) of those years. During those years Richard has supported multiple individual state contracts, Wisconsin, Pennsylvania CCAP, Illinois, Mississippi, and California. Richard's methodology for supporting clients includes maximizing the return on investment, rationalization of Microsoft products, overall cost reductions, and solution capabilities. Richard is a Microsoft Certified Professional (MCP) for "Designing and Providing Microsoft Licensing Solutions for Large Organizations".

Brian Burns - Microsoft Solutions Architect

Based out of Atlanta, GA, Brian has 20 years of experience in Pre-Sales engineering / Solutions Architecture. Tasks include technical scoping, design, discovery, and solution architecture / creation of Statements of Work. Responsible for supporting the State and Local government teams, as well as Education for the East Coast. Post-Sales duties include Account management / relations, Project Management, Ongoing Support / First Point of Contact after project completion. Architected and Managed over 600 successful technical projects, ranging from 10 to 300,000 users. Projects included Office 365, Azure, Security, Teams, Skype for Business, Exchange, SharePoint, Security, Fax, Contact Centers, and more. Regularly manages up to 55 projects simultaneously, without slippage.

Jennifer Reed – Professional Services Manager

A technology business leader and an innovative problem-solver who pursues goals regardless of setbacks, opposition, or previous failures by others. Strategic sales leader who owns the result responsible for driving revenue growth in a highly competitive technology services industry. Driven and self-confident with experience in delivering large-scale projects--some requiring unpopular change. Tireless leader with a relentless focus on achieving the best customer experience delivered by an engaged and motivated team of technology and sales professionals. Seasoned business management consultant and cloud solution architect with years of experience providing thought leadership and consulting services to organizations in various industries focused on helping businesses achieve their goals by developing innovative solutions using the latest cloud technologies.

Softchoice Request for Proposal Response

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Sarah Rousseau – Microsoft Software Assurance Benefits Specialist

Sarah is a proven leader, strong collaborator, and team player, with 15 years of IT industry experience. Sarah supports the Sales Team, ensuring customers understand the Software Assurance Benefits available to them on their Microsoft Agreements, and how to leverage them to enhance their environment. She has been with Softchoice for almost two years and her role is to help customers optimize return on their Software Assurance investment. This includes:

- Assistance with benefit activation
- Walkthroughs on how to manage and administer each respective benefit
- Sharing of best practices
- Troubleshooting
- On-going training guidance and support

Softchoice Microsoft Focused Resources in East

Softchoice has over 75 technical experts in your region who can answer the City of Roseville questions about your solution, product compatibility and lifecycle to help complete your projects.

- 25 Microsoft Solution and Licensing Specialists
- 10 Microsoft Solutions Architects
- 14 Software Asset Management Consultants
- 10 Contract and Operations Experts
- 5 Microsoft Online Portal Administrative Support Managers
- 4 Microsoft Marketing & Event Specialists
- 1 Software Assurance Benefit Specialist

Softchoice In-house Microsoft Resources

Softchoice's Microsoft Licensing Pre-Sales Team

This team consists of 60 people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our clients receive all Microsoft updates quickly after they are announced and understand the potential impact of these changes to their specific Microsoft position. This team is available to assist with any technical questions and concerns, or any questions pertaining to the specifics of a client's agreement. In order to provide the top level of service to the City of Roseville, Softchoice will dedicate a Microsoft Sales Specialist (MSS) to your Agreement who will be integral in supporting all Microsoft Product and License related inquiries and discussions. The MSS will ensure the City of Roseville is notified about licensing changes, upgrade options, EOL notices, and tracking agreement details.

Softchoice's Microsoft Licensing Operations Team

This team consists of 25 people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. The people shown on the chart represent the Canadian team. This team prepares the Microsoft Contracts and acts as an additional layer of review

Softchoice Request for Proposal Response

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before contracts are processed with Microsoft. This team helps ensure our clients save time and money by properly submitting and managing the contract process. Softchoice continues to ensure our Sales and Technical support personnel are enrolled and updated with the latest Microsoft training and certifications.

Post Sales Licensing Support

Microsoft is one of our largest and most complex vendors. With online services being their main business drivers; new portals, agreements and support lines are emerging for end-users to utilize. The growing use of these constantly changing services often pose challenges to our clients. Softchoice created a unique team specializing in non-technical Microsoft Licensing issues, referred to as the Post-Sales Licensing Support Team. Our Post-Sales team offers a reliable and consistent support service that all clients can currently utilize. The Post-Sales Services is a complimentary service to our Microsoft Agreement clients and would be provided to the City of Roseville.

Access to Softchoice Technical and Solutions Architects

Finally, with over 200 technical pre-sales technical and Solutions Architects trained and certified in Microsoft Technologies, Softchoice can offer the City of Roseville information on leveraging existing Microsoft licensing and road mapping toward new/future technologies. The Softchoice Microsoft Practice is built on a solid foundation incorporating a center of excellence, very strong vendor relationships, and technical expertise unparalleled in the industry. Softchoice Microsoft Services works in partnership with customers to provide customized solutions to develop and evolve their Microsoft solutions across the full range of technologies.

Software Asset Management Experts

These full-time accredited experts make your software management smart and efficient. We have delivered software asset management consultations to over 1300 customers.

Any proposed sub-consultants or sub- contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

Response:

Not applicable



City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB D: Project Understanding

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

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TAB D: Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals.

Response:

Softchoice is a Microsoft Licensing Solutions Provider (LSP). This means we have the scale to support multiple Microsoft licensing solutions through our team of Microsoft Sales and Operational specialists. Softchoice is also a Microsoft Systems Integrator (SI). This means we have local people that can help you with plan, implement, and support your custom solution.

There are literally thousands of potential IT providers to pick from in North America. The purpose of this image is to quickly winnow down the list to a select few that bring together the capabilities of a national footprint and the unique awareness that comes with also having local presence. The purpose of the following image is to clearly articulate what makes us unique and better amongst our competition. As you can see, as a national provider our scales are high, while our expertise extends to the local level.



A North American footprint enabling you to execute faster, and be more cost-effective.

Local experts who know your business, and will accelerate your adoption of technology.

- What you get with our **scale**:
 - Reduce your costs and speed shipment delivery with our **virtual supply chain**
 - Top-tier support and incentives through our **strategic vendor relationships**
 - **Solve your problems quicker** with access to our community of 500+ technical experts
- What you get with our **expertise**:
 - **Unique points of views** informed by thousands of customer engagements
 - Local, **seasoned experts** who know your business

Softchoice Request for Proposal Response

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- Accelerate your team's learning with hands-on, **local boot-camps & events**

Microsoft Enterprise Agreement Experience

Softchoice's EA retention rate is second to none in the industry. In addition, a significant number of customers who initially signed with another LSP have made the switch to Softchoice because of the award-winning customer service and value-added IT asset management services we provide. Softchoice manages the most Microsoft Enterprise Agreements in North America. In 2019 alone, over 200 organizations moved their Microsoft agreements from a competing LSP to Softchoice.

Resources	Licensing & Financial Strategy Consulting
Microsoft Sales Specialists Licensing Specialists SAM Consultants Microsoft Solutions Architects Technology Consultants and Engineers Project Management Office	Licensing Current State Assessment Customized Financial Analysis Contract Consolidation, Processing, Management Monthly Reporting Budgetary Planning Sessions

Softchoice's Enterprise Agreement Lifecycle Management solution is a structured framework designed to help the City of Roseville choose the right MS technology solutions through the best licensing structure. The framework promotes the deployment of the technology and that the value of the investment is realized during the term of their licensing agreement.

Our process includes:

- Proprietary compliance assessment service
- Licensing gap analysis
- Consultations with dedicated Microsoft licensing, solutions, and Software Assurance (SA) specialists
- Cost modelling and scenario analysis with strategic recommendations
- IT roadmaps and in-depth product knowledge
- CIO-level annual account reviews and reporting
- SA benefits utilization summary and guidance
- Microsoft technology roadmaps
- Project management of key milestones over the duration of the term including licensing changes, true-ups, and renewals

Our approach to EA management allows Softchoice to deliver the following:

1. A lower total cost of ownership and reduced risk of non-compliance by using the right procurement strategy and software asset management processes.
2. Much higher SA benefit utilization through diligent tracking and reporting of available and consumed SA benefits including management support and best practice guidance.

Softchoice Request for Proposal Response

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3. A simplified experience that allows customers to save time and money while also reducing exposure to risk and providing tools and insight to simplify true-up and renewal processes.

Microsoft Enterprise Agreement Experience

Through leveraging the Enterprise Agreement protocol detailed below, Softchoice will successfully facilitate strategic EA Renewal Agreement preparation and completion in collaboration with the City of Roseville

In advance of the deadline, our dedicated Microsoft Specialist for the City of Roseville, Richard Nice, who has over 30 years of industry experience in managing and negotiating Microsoft agreements, will prepare an advanced EA cost modelling workbook. This will include a structured inventory of all licenses under the current agreement and any other expiring agreements to first determine current state. We will also assist with finalization of the Year Three True Up requirement as applicable.

The workbook will be built to include an advanced cost modelling and scenario analysis detailing the Microsoft licensing programs that are available for consideration for the City of Roseville at the time of the deadline. A pricing matrix will be provided for each scenario with an expert breakdown of the prospective advantages and disadvantages for the City of Roseville under each prospective option.

This complex exercise is a critically important step in the process. It is designed to facilitate informed decision making through exploration of all viable options available to the City of Roseville. Through this process our expert team will work closely with the City of Roseville stakeholders to ensure the attributes of each licensing program are intrinsically understood both from a short- and long-term perspective in terms of go forward strategic and financial implications for the business.

We typically assist our clients to understand their long-term financial outlook by modelling each recommended licensing scenario beyond the initial contract term (i.e. 6-9 years) with anticipated growth targets included as applicable. This provides insight to support the long term returns of an investment in a Microsoft licensing agreement by offering a complete line of sight against current and prospective future state requirements.

To ensure the most favorable terms are achieved for the City of Roseville, Softchoice will leverage our strategic market position with Microsoft and advanced industry knowledge to assist in development and execution of a defined renewal strategy built upon our knowledge and experience with successful negotiation tactics and levers when negotiating with Microsoft to secure the most advantageous renewal scenario possible for the City of Roseville.

Furthermore, we will ensure that alignment across the Microsoft executive and sales teams occurs to maximize any/all discounting potential prior to the renewal deadline.

Softchoice Request for Proposal Response

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Our Award-winning operations team are readily available to build, provide, and review the contractual paperwork as required to ensure that all parties are clear and comfortable with the terms of the contract prior to final sign off.

Quarterly Microsoft Account Management updates

Softchoice will utilize an EA Management Process which suggests that we meet with you on a quarterly basis throughout the term of your agreement with agendas for each of those meetings that are specially created around an annual timeline of important actions for ensuring that you get the most from that agreement, while reducing the time and risk that goes into managing it.

These quarterly reviews would cover topics such as:

- Review of Products and Quantities on your EA
- Your Microsoft Client team and extended Support Resources at Softchoice
- Utilization of Microsoft Cloud Services
- Activation and Usage Planning of SA Benefits
- Licensing and Technology Roadmap Briefings
- Microsoft Technology Deployment Planning
- Microsoft Funding Sources for Deployment Projects
- Business Technology Review
- Assessment Services to assist with True-up/Renewal
- Keystone Managed Services to support Adoption
- Review: Cost Analysis for your True-Up/Renewal
- Update: Events, Useful Collateral, and Promotions

The meeting agendas we propose are on annual basis, keeping in mind that the timing and naming of these meetings corresponds to the lifecycle of your Enterprise Agreement, and not to the time of year:

Quarterly Appointment #1

- Review all products and quantities on EA
- Activate and plan usage of all Software Assurance Benefits
- Plan the deployment of technologies on the EA
- Review resources available through your EA Reference Guide on softchoice.com

Quarterly Appointment #2

- Softchoice to provide licensing and technology roadmap briefing
- Review potential funding sources from Microsoft, based on your deployment plans
- Explore the option for a Business Technology Review to support deployment planning

Quarterly Appointment #3

- Discuss assessment services available to assist True-Up planning

Softchoice Request for Proposal Response

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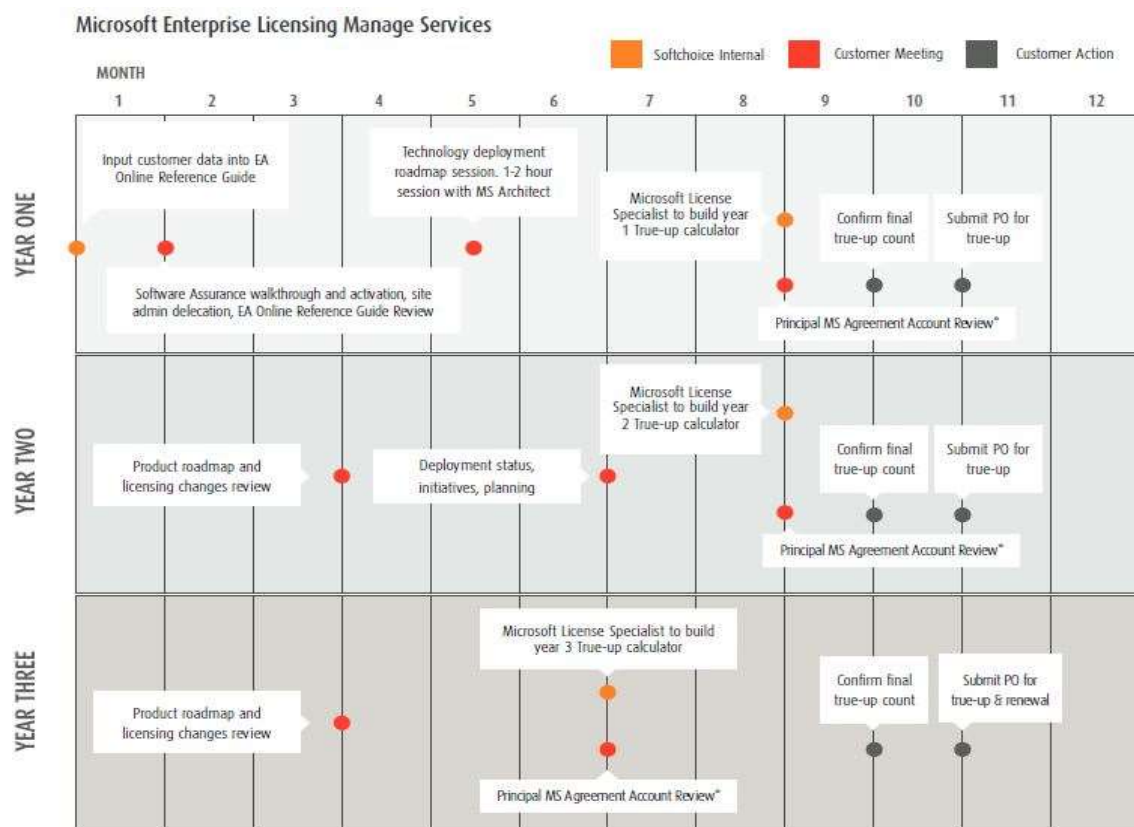


- Review adoption and consumption of Microsoft technologies
- Explore the option for Keystone Managed Services to support consumption and adoption

Quarterly Appointment #4

- Finalize cost analysis for True-Up
- Review process for order and licensing acquisition
- Prepare to schedule new quarterly EA reviews for the next year of the EA
- Softchoice would also proactively communicate any changes, promotions on an ongoing basis, and fully intends on having open lines of communication with the City of Roseville.

Softchoice will be maintaining on-going communication with the City of Roseville stakeholders throughout the lifecycle of the EA. Focusing on product roadmaps, licensing changes and impact, new releases, promotions, events etc. We are committed to providing value to the City of Roseville in order to ensure consistency across your Microsoft agreement practice. We have designed and follow a strong methodology which is outlined in the graphic below. Our methodology includes breaking down the agreement by year and outlining all tasks, roles, and responsibilities to ensure quality of service for the City of Roseville.



Although Softchoice has designed and follows the above outline, we understand that every organization, and every agreement, is unique and will require a specialized process. The City of

Softchoice Request for Proposal Response

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Roseville will benefit from Softchoice's years of experience managing various Corporate, Enterprise and Government Framework Agreements. Softchoice leverages a best in class, custom contract, and invoice management system. Ensuring our clients get the right support, the right contract, and right invoice is core to the value of Softchoice. *For our level of accuracy and client satisfaction through our Horizon platform, we have been awarded twelve (12) Microsoft Operational Excellence Awards.*

Microsoft Procurement

Requests for licenses can be handled through person to person contact with your dedicated Account Team, via our online Web Procurement tool or at Softchoice.com. Your contractual pricing for products is documented and loaded into our procurement systems to ensure the pricing is always accurate and current. There are two ways to add additional licenses to your Enterprise Agreement.

- First, for licenses that were not listed on the initial purchase, you must submit the order within 30 days of deployment of the product - "Add-on."
- Second, for licenses that were listed on the initial purchase, you can wait until your anniversary date to submit the order - "True-up." You have the option of submitting the order before your anniversary date or during each given year.

All purchase orders for both "Add-on's" and "True-ups" can be sent to Softchoice. The billing will be direct from Microsoft just like the initial annual payments. Softchoice goes further by proactively leveraging our team of experts and specialists to help the City of Roseville identify and evaluate the best products to solve their business problems. In many cases, cost modelling comparative scenarios are crafted and reviewed along with a detailed inventory of pros and cons associated with each option in the event of any major purchase or change. This ensures the correct products identified and are quoted in a way that delivers the greatest cost advantages to the customer.

Distribution Process

Microsoft licensing, keys, reports, and benefits are available via the Microsoft VLSC website. Softchoice can offer advice in setting up the VLSC website, and ad-hoc support when in navigating the portal as needed.

Within the first month of the agreement, Softchoice will conduct a one-hour training session for the City of Roseville administrators to walk through VLSC portal and review administration processes to ensure the City of Roseville Benefit Administrators are well positioned to manage their SA Benefits. This includes provision of an online Software Assurance Handbook for each Benefit Administrator and a comprehensive list of standard Microsoft VLSC support resources available to the City of Roseville team.

Under this model, Softchoice can also help with reporting in detail on SA Benefit usage, including specific names/dates/courses/purchases for Home Use, eLearning, and Training Vouchers. This reporting will help identify any potential issues such as over consumption of benefits by members.

Softchoice Request for Proposal Response

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As a company that believes that the job is not done until the City of Roseville is happy, we are dedicated to finding solutions to any issue, regardless of its nature, that arises under the contract we are managing.

By proactively managing the agreement and having regular quarterly in person meetings, Softchoice will work with the City of Roseville to determine the best licensing strategy that ensures compliance but also is the best for budget. Our proactive and consultative management style helps you feel confident that have the right agreement at the right price.

Order Desk

At Softchoice, all employees can be reached from local phone numbers, or from our toll-free number; 1-888-607-7638. Specific individuals can be reached directly by entering their extension number when prompted, or by following the voice prompts for redirection to their personal lines. Because of this, the City of Roseville will have access to a toll-free number to call. As well, orders can be received via email or fax at your convenience.

In respect to the City of Roseville Microsoft agreement, questions can be forwarded either as a phone call or via email. As a Microsoft LSP, Softchoice will promptly address any related questions, such as regarding the products and capabilities, the licensing, pricing on the agreement, as well as questions relating to the Microsoft Portal.

Softchoice account team are the front-line support for the City of Roseville for all questions or issues and can also be directed via a generic email. Most questions or requests are answered within the initial email or phone call, with a 2-hour SLA for initial respond. If the question asked is not one that can be immediately answered, a variety of internal or external resources can be engaged to provide an accurate response, usually within 24 to 48 hours. If the answer is still unclear after that time, the client will be contacted and made aware that the question has been escalated

Microsoft Licensing Support

Softchoice's Microsoft Enterprise Sales and Licensing Team consists of 50+ people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our clients receive all Microsoft updates quickly after they are publicly announced and understand the potential impact of these changes to their specific Microsoft position.

From an Operational perspective, Softchoice's Microsoft Licensing Operations Team consists of an additional 25+ people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. The benefit to you is getting things done the first time, accurately, and no "back and forth" that may result in costly delays.

Overall, the primary goal of these 75+ Microsoft technologists, in conjunction with your Softchoice Account Executive, is to help you maximize your Microsoft investment through every step of the way.

Softchoice Request for Proposal Response

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With constant change across technology licensing and a reliance on those products as a basis for any enterprise, a good understanding of the license implications is important. We will work with the City of Roseville to ensure that the necessary staff is aware of the “licensing basics” and who they can turn to for additional questions. Often those that work with the products do not always have an in depth understanding (or interest) in the licensing behind them. We feel that it is important to highlight the importance of having an accurate understanding of licensing for those using the products because the State is liable to ensure that it is compliant in its licensing. For example, a server administrator who is not aware of the license rights may setup a virtual server farm without taking into consideration virtualization, fail-over and short-term migration of licenses and thus put the State in a position of non-compliance. As new staff are hired by the State, we will work directly with them so they understand the licensing basics and will offer a “Licensing 101” session from time to time as licensing and personnel changes, or for those who simply need a refresher.

Working with Microsoft

The relationship between the City of Roseville (the client), Softchoice (the LSP), and Microsoft is a tightly integrated one. From Microsoft’s perspective, they see the optimal partnership consisting of Microsoft owning the responsibility for executive briefings, infrastructure optimization, and the contract renewal. The LSP partner primes the responsibility for the agreement preparation and execution, software assurance benefits guidance, licensing logistics and overall account management excellence.

As one of the largest Microsoft partners in North America, Softchoice has an excellent relationship with Microsoft at many different levels. Having a close relationship between the LSP and Microsoft results in the best possible Microsoft experience for the City of Roseville. Microsoft relies on our expertise on their licenses, programs, and procedures to ensure that our clients receive an overall positive experience and a high level of customer satisfaction. Often Microsoft Account Managers and Technology Specialists defer to us for licensing questions saying, “Ask Softchoice, they’re the experts in licensing”.

Apart from the frontline, client facing, Microsoft team, we have relationships with people in Microsoft Operations and the individuals who manage the various programs found within the Software Assurance Benefits. As well, Softchoice executive meet regularly with their Microsoft counterparts, and have a solid relationship that allows us a direct line into executive support as the needs arise. Being a reliable and trustworthy partner to Microsoft creates a positive team environment and a positive approach to the account management that ultimately benefits our clients.

Include any issues that you believe will require special consideration for this project.

Response:

Not applicable.

Softchoice Request for Proposal Response

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Also identify any unique approaches or strengths that your firm may have related to this project.

Response:

As a leading Microsoft Licensing Services Provider (LSP) in North America, Softchoice currently manages more Enterprise Agreements than any other competitive entity nationwide. Our overall knowledge base, expertise, and experience translate into superior ROI for our customers on the investments they make in Microsoft technologies.

Microsoft experience with Softchoice:



The table below is a representation of value-added services provided to Softchoice customers as compared to competing LSP entities.

Role	Activities	Softchoice	LSP
Licensing Help Desk	• Product Roadmaps/ Solution design	☑	
	• Program/ Contract related questions	☑	☑
	• Basic product licensing	☑	☑
	• Advanced product licensing	☑	
	• Cost modeling and Analysis	☑	
	• Negotiations/Market Insights	☑	
SAM Services	• License Audit Assessments	☑	☑
	• IT Asset Management as a Service	☑	
	• Cost Containment Consulting	☑	
	• Entitlement Management (Reporting)	☑	
	• SAM Process Engineering	☑	
Contract Admin & Support	• Contract(s) and order processing	☑	☑
	• SA Benefits Administration	☑	☑
	• MVLS Site Administration and Support	☑	
	• House keeping	☑	☑

Softchoice Request for Proposal Response

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Detailed overview of Softchoice unique approach is provided within the first pages of our response. In addition, Softchoice hosts several local events, webinars, lunch and learns, etc. as it relates to Microsoft at no additional cost. Some Examples include:

- Local Client Community Events (Discovery Series)
- Azure Bootcamp Series
- Microsoft Cloud Governance and Security in O365
- Skype Webinars
- Unleashing the Power of Office 365 workshops
- Extending SQL to the Cloud info sessions

Below is a recent photo of an Azure Bootcamp. Softchoice Technical Specialists have delivered over 40 events and webinars on the latest Microsoft technologies in the first half of 2020 alone. Events may be virtual in 2020 due to the pandemic.



City staff will assess your understanding of all aspects of the project based on the overview.

Read and understood.



City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB E: Project Plan

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

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TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project.

Include thorough discussions of methodologies you believe are essential to accomplishing this project.

Include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors.

List any necessary equipment, training or installation services required.

In this instance, Softchoice is not performing any implementation or scope services. Please find below our new client onboarding methodology.

Service Onboarding and Initiation

Please find below a proposed agenda and required attendees for the initial hardware and software procurement contract kick-off meeting.

1. Procurement Process Integration
 - Discuss the preferred process to engage on day-to-day business
 - (Electronic Procurement Integration, Softchoice.com, or Email Communication)
2. Purchase Decisions
 - Discuss all relevant information regarding the order process.
 - What PO information is valuable to capture?
 - What data needs to be reported regularly?
3. Discuss the Payment Process
 - What does each organization or business unit need to for easy payment interaction?
 - Does each business unit need a cost center code?
 - How to resolve payment issues as they arise?
4. Primary Contacts
 - Who are the day-to-day people to engage at the client?
 - What roles? Sourcing, IT, Accounts Payable
 - Softchoice Account Team (Org Chart)
 - Introductions to correct people on a daily basis
 - Who do you engage at Softchoice? When?

Softchoice Request for Proposal Response

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Proposed service due diligence process

Our due diligence plan is to conduct regularly scheduled governance meetings

- Weekly, Bi-Weekly or Monthly
- Ideally, same day and time each month – reoccurring meetings balance of year
- Attendee Recommendation: Client - Sourcing/Procurement, Vendor Mgt., IT Business Owners
- Softchoice – Account Executive, Inside Sales Rep, Specialized Resources

Governance Information

- Softchoice to Drive Content (w/Client Input)
- Track on-boarding of Vendors (# of vendors added) and Spend Reporting
- Customized Reporting will develop by need over time
- Maintenance Renewals (Due Now, 30 Days, 60 Days and 90 Days)
- What is coming? What has been done?
- Co-Terming Opportunity
- Cost Saving Opportunities
- Large Contract Reviews
- Agreements in Flight Review
- Industry/Vendor Information – What is Softchoice seeing in the market?

Professional services project methodology

Softchoice professional services engagements are managed by a Project Manager, skilled engineers and architects oversee the design and implementation.

Project Management plays a critical role in the planning and deployment of technology solutions. Softchoice's project management office (PMO) combines broad expertise and extensive practice experience to successfully deliver client projects.

The Softchoice PMO has developed a unique proprietary customized project management methodology called "OPTICs," which is based on the principles and best practices advocated by the Project Management Institute (PMI), a world leader in the development of the project management profession.

Softchoice project managers and project coordinators are certified professionals with either Project Management Professional (PMP) or Certified Associates in Project Management (CAPM) designations as awarded by PMI.

The process begins with a detailed scope of work provided to Blackberry for review prior to any professional services engagements.

Softchoice Request for Proposal Response

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Typical scope of work includes:

- Project Summary
- Project Scope
- Discovery
- Design
- Staging and Configuration
- Implementation
- Testing
- Knowledge Transfer
- Migration
- Post Support
- Project Management
- Project Deliverables
- Exclusions from scope
- Project Assumptions
- Client responsibilities
- Fee Schedule and Expenses
- Cancellation and rescheduling
- Change requests
- Payment Terms
- Approvals

Once the SOW is approved, the team is provided with a detailed project plan and communication plan.

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB G: Required Statements/Documents

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

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TAB G: Required Statements/Documents

TAB G: Required Statements/Documents – Include statements of assurance regarding the following requirements in the proposal:

- *Non-substitution for the designated members of the team without approval by City staff (Section 5.0)*

Response:

Softchoice will immediately notify the City of Roseville of any team member staffing changes. Softchoice will work with the City of Roseville to ensure client satisfaction with any team member substitution.

Since the scope of services associated with this RFP is for a Microsoft EA agreement, the City of Roseville primary point of contact at Softchoice is your dedicated Account Manager. If for any reason the account manager is changed, Softchoice can let the City know and ensure we assign someone new that meets your satisfaction.

- *The absence of a conflict of interest (Section 10.4)*

Response:

Softchoice does not have a conflict of interest in bidding to the City of Roseville Microsoft Enterprise Agreement request for proposal.

- *Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10.7). (Please note that actual certificates of insurance are not required as part of your submittal.)*

Response:

Addressed in the exception section.

- *A statement that nothing contained in the submitted proposal will be proprietary. (Section 10.21)*

Response:

Confirmed. Nothing contained in our proposal is proprietary.

Softchoice Request for Proposal Response

Page 3 of 5



Submit the following documents with proposal:

- *Executed copy of Proposer's Certification (Attachment A)*

Response:

Included within our submission on the following pages.

Softchoice Request for Proposal Response

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Signature Requirements

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Softchoice Corporation

NAME OF BUSINESS

A handwritten signature in black ink, appearing to read "J. Silver", is written over a horizontal line.

SIGNATURE

Jordanna Silver, Manager Bid Response Team

NAME & TITLE, TYPED OR PRINTED

314 West Superior Street, Suite 400 Chicago, IL 60654

MAILING ADDRESS

Softchoice Request for Proposal Response

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312-655-9002

TELEPHONE NUMBER

legal@softchoice.com

EMAIL

Type of Organization:

____ Sole Proprietorship

X Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB H: Exceptions

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 3



TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

Response:

Softchoice Exceptions to Attachment B - Sample Contract

Softchoice provides information technology professional services ("**Services**") and resells hardware and software products and related services from third party vendors (collectively, "**Products**", which include maintenance, support and warranty services). Our response to your request is provided with the expectation that the final terms and conditions applicable to the provision of Services and/or resale of Products will be negotiated by the parties in good faith upon your acceptance of our proposal. Our understanding is that the scope of this RFP is limited to the provision of the Microsoft Enterprise Agreement (which would be considered a "Product") and therefore we are not addressing terms in this Agreement related to Services as those would not apply.

- i. Softchoice agrees with the Indemnification clause in section 3, provided that it is understood that Products are subject to end user license agreements, subscription agreements, or such other terms of use required by third party vendors (Microsoft, in the case of this RFP) (the "Vendor"). Vendors often provide warranties or indemnities directly to the end customer under these agreements or terms of use (the "Terms of Use"). As a reseller, Softchoice does not directly provide any warranties or indemnities for Products.
- ii. Softchoice can comply with the RFP's insurance requirements in section 4 of the sample contract, except Softchoice does not maintain auto liability insurance, as we do not have any owned/hired autos, however our general liability insurance covers non-owned and hired autos.
- iii. In addition to the terms contained in the Sample Contract, Softchoice would require a limitation of liability to be included. Our liability will be limited to the dollar amount paid for the Product in the twelve months preceding the claim. Neither party would be liable for any indirect, special, or consequential damages, lost or corrupted data, or for any lost earnings or profits.
- iv. The Copyright, Ownership and Use of Materials section would not be applicable to this type of engagement, however any intellectual property rights in the Products would be subject to the Terms of Use of the Vendor. For any Materials created by Softchoice (which are out of scope for this RFP), Softchoice would provide the Client with ownership in such Materials, subject to our rights to retain our pre-existing and

Softchoice Request for Proposal Response

Page 3 of 3



independently developed intellectual property. Softchoice does not agree to work for hire language as it does not apply to the type of Materials we create/provide.

City of Roseville California

Request for Proposal

Microsoft Enterprise Agreement

TAB I: Competency of Proposers

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 2



TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

Response:

Softchoice does not have any pending bankruptcies, liens, stop payment notices, judgements, or any similar actions currently or in the past seven years, excluding HR matters.

Since 2013, Softchoice is a private owned company with approximately \$1 billion dollars of annual sales. Softchoice is fully owned by Birch Hill Equity Partners. With over \$3 billion in capital under management, 20 partner companies and 36 fully realized investments since 1994, Birch Hill is the leader in long-term value creation in the Canadian mid-market. As a group, Birch Hill's partner companies represent one of Canada's largest corporate entities with over \$6 billion in total revenue and more than 34,000 employees.

Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Response:

Not applicable. Softchoice has not had a contract terminated for breach of service.



City of Roseville California

Request for Proposal Microsoft

Enterprise Agreement TAB F:

Cost Proposal Revised

Due Date: July 30th, 2020 3:00 PM

Maureen Copeland
Account Executive
901 Marquette Avenue North, Suite 604
Minneapolis, MN, 55402
Telephone: 312-260-9876
Email: Maureen.copeland@softchoice.com

www.softchoice.com

Softchoice Request for Proposal Response

Page 2 of 3



TAB F: Cost Proposal

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan.

Response:

Office 365

Part #	Item Description	Qty.	Sell Price	Ext. Sell Price
Enterprise Online Services				
AAA-12414	Core CAL Bridge Office 365	496	\$19.32	\$9,582.72
AAA-12416	Core CAL Bridge Office 365 from SA	1100	\$16.44	\$18,084.00
AAA-11924	Office 365 GCC E3 from SA	1100	\$174.52	\$191,972.00
AAA-11894	Office 365 GCC E3	30	\$205.36	\$6,160.80
7R6-00001	Office 365 GCC E1 from SA	466	\$61.43	\$28,626.38
Additional Online Products				
J5U-00001	Azure Monetary Commitment	20	\$1,200.00	\$24,000.00
LK3-00001	Audio Conference GCC	100	\$42.24	\$4,224.00
4ES-00001	Exchange Online Archiving GCC	466	\$25.44	\$11,844.04
NMH-0001	InTune Per Device GCC	1	\$18.00	\$18.00
DDJ-00001	Power BI Pro GCC	50	\$89.64	\$4,482.00
9GS-00135	CIS Ste Data Center 2-Core Pack	192	\$164.16	\$31,518.72
9GA-00313	CIS Ste Standard 2-Core Pack	16	\$33.48	\$535.68
395-02504	Exchange Server Enterprise	2	\$715.80	\$1,431.60
359-00961	SQL User CAL	1100	\$33.72	\$37,092.00
228-04433	SQL Server Standard	49	\$144.96	\$7,103.04
7JQ-00343	SQL Server Enterprise 2-Core Pack	2	\$2,240.24	\$4,480.48
7NQ-00292	SQL Server Standard 2-Core Pack	14	579.00	\$8,106.00
MX3-00117	Visual Studio Enterprise w/ MSDN	3	\$1,058.88	\$3,176.64
9EM-00270	Windows Server Standard 2-Core Pack	16	\$17.52	\$280.32
Year-1 Annualized Total Cost				\$392,689.42

*Annualized Cost. Represents Years 1-3 of the 5-Year Agreement.

Softchoice Request for Proposal Response

Page 3 of 3

Office 365

Part #	Item Description	Qty.	Sell Price	Ext. Sell Price
Enterprise Online Services				
AAA-12414	Core CAL Bridge Office 365	496	\$20.29	\$10,063.84
AAA-12416	Core CAL Bridge Office 365 from SA	1100	\$17.26	\$18,986.00
AAA-11924	Office 365 GCC E3 from SA	1100	\$183.25	\$201,575.00
AAA-11894	Office 365 GCC E3	30	\$215.63	\$6,468.90
7R6-00001	Office 365 GCC E1 from SA	466	\$64.50	\$30,057.00
Additional Online Products				
J5U-00001	Azure Monetary Commitment	20	\$1,260.00	\$25,200.00
LK3-00001	Audio Conference GCC	100	\$44.35	\$4,435.00
4ES-00001	Exchange Online Archiving GCC	466	\$26.71	\$12,446.86
NMH-0001	InTune Per Device GCC	1	\$18.90	\$18.90
DDJ-00001	Power BI Pro GCC	50	\$94.12	\$4,706.00
9GS-00135	CIS Ste Data Center 2-Core Pack	192	\$172.37	\$33,095.04
9GA-00313	CIS Ste Standard 2-Core Pack	16	\$35.15	\$562.40
395-02504	Exchange Server Enterprise	2	\$751.59	\$1,503.18
359-00961	SQL User CAL	1100	\$35.41	\$38,951.00
228-04433	SQL Server Standard	49	\$152.21	\$7,548.29
7JQ-00343	SQL Server Enterprise 2-Core Pack	2	\$2,352.25	\$4,704.50
7NQ-00292	SQL Server Standard 2-Core Pack	14	\$607.95	\$8,511.30
MX3-00117	Visual Studio Enterprise w/ MSDN	3	\$1,111.82	\$3,335.46
9EM-00270	Windows Server Standard 2-Core Pack	16	\$18.40	\$294.40
Year-4 Annualized Total Cost				\$412,463.07

*Annualized Cost. Represents Years 4-5 of the 5-Year Agreement.

Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project.

Response:

The scope of this project does not include professional services so there is no schedule of hourly rates to include currently. Should the City of Roseville ever wish to engage Softchoice in a professional services engagement, we will work with the City of Roseville to develop a proposal which fits the desired scope of work.

Define any reimbursable expenses requested to be paid by the City.

Response:

None to define at time of request for proposal submission.

Amendment to Contract Documents

Enrollment Number

5-0000005868706

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7R6-00001	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr		466
AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	1100	
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	496	
AAA-12416	CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr	1100	
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	30	
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	75	25

SKU Number	SKU Description	Existing Quantity	Incremental quantities
J5U-00001	Azure prepayment - US Gov	9	11
4ES-00001	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	426	40
NMH-00001	Intune Device GCC Shared All Lng Subs VL MVL Per Device		1
DDJ-00001	PwrBIPProGCC ShrdSvr ALNG SubsVL MVL PerUsr	50	

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
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Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____ Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* _____ Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Alternative Acceptance Form (Microsoft Only)

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft is utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Microsoft's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below on this form.

MBA/MBSA number:	
Agreement number:	8084445
Enrollment number:	
Proposal ID:	0993198.005 PSF
Opportunity ID (if applicable):	5-0000005868706
Agreement Effective Date:	
Customer Name:	City of Roseville

To indicate Microsoft's agreement, Microsoft's duly authorized representative will complete this form by entering their name and the date of Microsoft's acceptance below. Upon completion of this form, Microsoft agrees that it (1) has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	Shirley Snyder Customer Care Specialist
Acceptance date:	September 09, 2020
<i>The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i>	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: <choose one>	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	
Printed First and Last Name:	print your complete name
Printed Title:	print your title
Signature Date:	enter the date you signed this form



Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



COUNCIL COMMUNICATION

CC #: 1045

File #: 0704-01 & 0214

Title: Statewide Park Development and Community Revitalization (Prop 68) Grant Program – Approval to Submit Application

Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution authorizing the City Manager or designee to submit an application under the Statewide Park Development and Community Revitalization (Prop 68) grant program for Saugstad Park.

BACKGROUND

The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization (Prop 68) Grant Program, setting up necessary procedures governing application(s). These procedures, established by the State Department of Parks and Recreation, require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State. The grantee will enter into a contract(s) with the State of California to complete submitted and approved project(s).

The Statewide Park Development and Community Revitalization (Prop 68) Grant Program targets building successful parks in underserved areas. Underserved areas are defined as under-parked (insufficient parkland/1,000 population and based on the General Plan standard or income level). Once the resolution has been approved and submitted to the State Department of Parks & Recreation, staff will work with the State Project Officer to submit an application for projects to revitalize Saugstad Park.

There have been three previous rounds of grant awards statewide. This is the fourth and last round of grants equaling \$395 million across the state. Projects under this grant must be completed by December 2024.

FISCAL IMPACT

The amount of the grant could be as much as \$8 million, however, in the last round of grant awards, the average amount of an award was \$4 million. If awarded, no local match is required.

Upgrades to this park site will require no new General Fund allocations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-400

RESOLUTION NO. 20-400

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING
THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby:

APPROVES THE FILING OF AN APPLICATION FOR REVITALIZATION OF SAUGSTAD PARK ("PROJECT"); and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1020

File #: 0900-04-02

Title: Oak Ridge Drive Bridge Replacement Project - Professional Services Agreement Amendment
Contact: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the second amendment to professional services agreement with Paragon Partners, Ltd., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

On July 5, 2017, Council awarded a contract to Paragon Partners to provide right of way services for the Oak Ridge Drive Bridge Replacement Project. In December of 2018, Council approved the first amendment to the contract and increased the contract total to \$70,098.

The final construction drawings require an additional temporary construction easement from parcel APN 470-070-053 that was not included in the scope of work in the original contract nor the first amendment. This second amendment will authorize Paragon Partners to negotiate that additional easement on behalf of the City. Staff will return to Council for approval of the additional temporary construction easement after negotiations have been completed. In addition, Paragon Partners continues to work to obtain a Partial Deed of Reconveyance from the lender for parcel APN 470-100-042. The amendment will also authorize the additional resources required to complete this task.

FISCAL IMPACT

The current contract amount including the first amendment is \$70,098. The second amendment will increase the contract amount by \$3,600 and will bring the contract total to \$73,698. The Federal Highway Bridge Program (HBP) fund will cover 100% of the cost associated with this amended contract. No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a second amendment to professional services agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rjahja Canlas, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-379

Amendment #2

RESOLUTION NO. 20-379

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement for the Oak Ridge Drive Bridge Replacement project, by and between the City of Roseville and Paragon Partners, Ltd., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said second amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Oak Ridge Drive Bridge Replacement Project

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 9th day of September, 2020, by and between the City of Roseville, a municipal corporation (“CITY”), and Paragon Partners, Ltd., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated July 5, 2017 and amended December 15, 2018 (“Agreement”) regarding Oak Ridge Drive Bridge Replacement Project (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated August 25, 2020, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay three thousand, six hundred dollars (\$3,600), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to seventy-three thousand, six hundred ninety eight dollars (\$73,698).”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

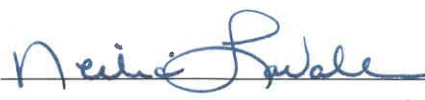
CITY OF ROSEVILLE, a
municipal corporation

PARAGON PARTNERS LTD., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: President + CEO

and

BY: 
its: Vice President + Secretary

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”



August 25, 2020

Via email to: RCanlas@roseville.ca.us

Rjahja Canlas
Associate Engineer
City of Roseville Department of Public Works, Engineering Division
311 Vernon Street
Roseville, CA 95678

Subject: Additional Scope - Oak Ridge Drive Bridge Replacement

Dear Mr. Canlas:

Thank you for the opportunity to provide additional acquisition services for the Oak Ridge Drive Bridge Replacement Project (Project).

Per your request, please see below for the cost proposal to acquire an additional temporary construction easement from Sara Trott (APN 470-070-053) and to continue to work to obtain a Partial Deed of Reconveyance from Lola Bower's (APN 470-100-042) lender.

Paragon is proposing a budget of \$3,600 for the above referenced tasks.

If you have any questions or require additional information, please contact me at (916) 396-6471 (cell) or via e-mail at psamms@paragon-partners.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pamela Samms".

Pamela Samms
Project Manager



COUNCIL COMMUNICATION

CC #: 1021

File #: 0704

Title: Recreation Management Software - Product and Services Agreement

Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a three (3) year agreement with Active Network, LLC to host, implement and maintain new recreation management software in the Parks, Recreation & Libraries Department and authorize the City Manager to execute it.

BACKGROUND

In 2016, the Parks, Recreation & Libraries Department purchased the PerfectMind Recreation Management Software to assist the Department with processing program registration, facility rentals and point of sale transactions. These transactions include registration for all of the City's recreation programs and facility reservations for parks, picnics, gyms, sport fields and meeting/banquet rooms. The contract with the current vendor will expire in December 2021.

In preparation of the current vendor's contract expiring, staff from the Parks, Recreation & Libraries and Information Technology Departments conducted a request for proposals (RFP) for Recreation Management Software. The City received five (5) submittals. The review team evaluated the proposals based on overall system functionality, implementation plan, training, ongoing maintenance and support, references and cost. The top four (4) vendors were then invited to provide in-depth demonstrations of their systems and participate in interviews. The systems were further evaluated and ranked based on the demonstrations and interviews. Staff then identified the top two (2) vendors for further reference checks.

Staff recommends awarding the contract to Active Network, LLC based on their ability to meet the needs and demands of the Parks, Recreation & Libraries Department. Active Network, LLC has been providing recreation management software for over 20 years. Active Network's product, Active Net, is an advanced cloud-based product which provides all the necessary core functionality and stability required for daily business operations, plus additional features and mobile options. Active Net will provide a solution that addresses all of the Department's functional needs by automating and improving the ability to service customers, while simultaneously improving operational efficiencies and reducing operational costs throughout the Department.

FISCAL IMPACT

The total cost of the agreement is \$350,000 over the first three (3) years, including implementation, interface development and integration, annual maintenance and equipment purchases. First year costs total \$200,000 and are included in the approved FY2020-21 Parks, Recreation & Libraries Capital Projects Fund budget. The funds for each year's annual maintenance and support costs will be recommended in future budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an agreement for recreation management software meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rendi Hodge, Administrative Analyst

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-380

RFP 13-076 Active Signed Agreement

RESOLUTION NO. 20-380

APPROVING A PRODUCT AND SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACTIVE NETWORK, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Product and Services Agreement regarding recreation management software, by and between the City of Roseville and Active Network, LLC, has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Product and Services Agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

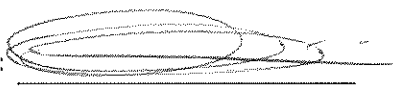
PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Roseville	ADDRESS:	316 Vernon Street, Suite 400, Roseville, CA 95678 Attn: IT
CONTACT NAME:	Rendi Hodge	TELEPHONE:	(916) 774-5131
EMAIL:	rhodge@roseville.ca.us		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Attachments:
Recreation Management Product Attachment
Exhibit A, Service Level Agreement

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: 
Name: _____	Name: <u>ANDREA FACINI</u>
Title: _____	Title: <u>PRESIDENT</u>
Date: _____	Date: <u>04-15-2020</u>

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "Client") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "Product Attachment"). All references to the "General Terms" mean this document, exclusive of Product Attachments and Schedules. Active agrees that all Products will be operational and live as per the implementation plan that will be established after this Agreement is executed.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "Client" and "Active" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

1.5. Incorporation of Service Level Agreement. The parties agree that the terms of the Service Level Agreement to which they have agreed are incorporated by reference in this Agreement as Exhibit A.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent,

copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE.

4.2 INTENTIONALLY LEFT BLANK.

4.3 INTENTIONALLY LEFT BLANK.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. Early Termination Fee. This Agreement may be terminated by Client without cause upon 30 days' advance written notice and payment of an early termination fee in the amount of \$60,000.

6. INSURANCE

Active agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. **Form.** Active shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. **Additional Insureds.** Active shall also provide a separate endorsement form or section of the policy showing Client, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Active. The additional insured coverage under the Active's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from Client's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement.

c. **Cancellation/Modification.** Active shall provide ten (10) days written notice to Client prior to cancellation or modification of any insurance required by this Agreement.

d. **Umbrella/Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Client (if agreed to in a written contract) before Client's own insurance shall be called upon to protect it as a named insured.

e. **Subcontractors.** Active agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Active shall require its subcontractors to agree to be bound to Active and Client in the same manner and to the same extent as Active is bound to Client under this Agreement. Additionally, Active shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of Client's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. **Self-Insured Retentions.** All self-insured retentions ("SIR") must be disclosed to Risk Management. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or Client.

g. **Waiver of Subrogation.** Active hereby agrees to waive subrogation which any insurer of Active may acquire from Active by virtue of the payment of any loss under a Workers Compensation policy. All Workers Compensation policies shall be endorsed with a waiver of subrogation in favor of Client, its officers, agents, employees and volunteers for all work performed by Active, its employees, agents and subcontractors.

h. **Liability/Remedies.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Active of liability in excess of such coverage, nor shall it preclude Client from taking such other actions as are available to it under any other provisions of this Agreement or law.

7. GENERAL PROVISIONS.

7.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

7.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

7.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

7.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

7.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly,

any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

7.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 8 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

7.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

7.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

7.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

7.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

7.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

7.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

7.13. Governing Law and Venue. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.14. Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

7.15. Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

7.16. Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

7.17. Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7.18. Confidential Information. Active agrees that any and all information furnished by Client shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Active and/or processed and derived by Active services is the property of Client and such property shall be deemed and treated as "Confidential Information" of Client. Active acknowledges that such Confidential Information may contain information provided and/or generated by third parties. Active agrees that such Confidential Information shall not be disclosed to any third party without written permission from Client, except as required by law. Active shall not use the Confidential Information except to perform Active's services as directed by Client. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and industry accepted practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Active's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. Active will ensure that all Confidential Information is securely transferred to Client within thirty (30) calendar days. Upon conclusion of thirty (30)

days, inclusive, after termination of this Agreement for any reason, Active will have no obligation to maintain or provide such Client Data to Client and Active shall thereafter delete all Client Data in Active systems or otherwise in Active's possession or under Active's control. If requested by Client, Active will certify that it has returned or destroyed all copies of the applicable Client Data using commercially reasonable measures and acknowledges that its rights to use the same are relinquished. Active will use commercially reasonable methods to delete Client data from their systems and provide certification for that removal where required. The following will not constitute Confidential Information for purposes of this Agreement: (a) information or data which is or becomes publicly available other than as a result of a disclosure in violation of this Agreement, (b) information or data which was already known to Active prior to being furnished pursuant to this Agreement, and (c) information or data which becomes available on a non-confidential basis from a source other than Client if such source was not subject to any prohibition against transmitting the information to Active.

7.19. Data Compromise. In the event of a Security breach involving Active's systems and Client data, Active will notify Client without undue delay following its internal confirmation that such data has been involved in a Security Breach, provided that such notification will not conflict with or compromise Active's efforts to (i) cooperate with law enforcement, (ii) protect customer data or confidential information belonging to Active or any third party, or (iii) remediate or mitigate the Security Breach and further provided that Active will notify Client at the same time Active notifies other similarly situated and similarly impacted customers.

8. DEFINITIONS.

"Active" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"Desktop Software" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Security Breach" means (i) any unauthorized use of, loss of, access to or disclosure of, Client data; provided that an incidental disclosure of or incidental access to Client data by Active or its authorized parties, where no reasonable suspicion exist that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a Security Breach hereunder.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("Third Party Recipient"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. **INDEMNIFICATION.** Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

5.2 Active will indemnify, including the cost to defend Client, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Active and its agents in the performance of services under this contract.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with renewals for 2 additional 3 year terms thereafter (each, a "Renewal Term") by mutual written agreement. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "Change of Control").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "Liquidated Damage Amount" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

Exhibit A
Service Level Agreement

	Service Level Reference	Service Level Requirement
1	System Availability	The Software will have an Actual Uptime greater than or equal to 99.5% of the total possible minutes of system availability of the Software during each calendar month.
2	Performance Monitoring	Active Network shall deploy APM (application performance monitoring) for the Solution. Active Network shall address issues via Active Network's escalation plan with 24 hours on call coverage. In the case of a SEV1 or SEV2 incident, Active shall provide progress updates as they become available on ACTIVE Net Answers via Alert Subscription. The SEV definitions are as follows: SEV1: A customer facing system or business critical service or infrastructure, is down, unusable or extremely latent, impacting the ability to sell, process registrations or transactions or perform critical business functions. A loss or potential loss of business-critical data. SEV2: Performance or functionality degradation of a system or service or infrastructure that impacts the ability to sell, process registrations or transactions or perform business functions. SEV3: Loss of an individual system or service that has a low impact to customer facing systems, or revenue generating business functions.
3	Performance Scaling	Active Network shall ensure that the deployed solution has the ability to temporarily scale up for increased registration demand.
4	Data Backup	Active Network ensure a complete backup, restoration and archival strategy, and data backup plan is in place.
5	Data Center Security	Active Network shall maintain appropriate data center policies/standards that align to industry accepted practices, through provision of applicable audit reports.
6	Security Monitoring	Active Network ensures that security monitoring technologies are in place to continuously monitor infrastructure / service to detect malicious attacks, incidents and abnormal events.
7	Disaster Recovery	Active Network shall have and will maintain a disaster recovery plan should a catastrophic failure occur and shall have a fail over option available that would allow a return to normal operations within 24 hours of failure.
8	Support and Maintenance Services	Active Network shall provide technical support and maintenance per the Support and Maintenance Handbook (http://support.activenetwork.com/activenet/articles/en_US/Article/Support-and-Maintenance-Handbook)
9	Scheduled Maintenance	Scheduled maintenance means the amount of Downtime resulting from maintenance performed during the Scheduled Maintenance Period to provided Corrective Maintenance Services to correct an Anomaly or to provide Evolutive Maintenance Services. Scheduled maintenance, resulting in "Scheduled Downtime", typically occurs every 30 days.Scheduled Downtime shall not be considered times when the system is unavailable.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 7/27/2020
Quote Number 00115304
Currency USD

Prepared By Brianna P. Kelly
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Contact Name Rendi Hodge
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Bill To Name City of Roseville
Bill To Contact Rendi Hodge
Bill To Address 316 Vernon Street, Suite 400, Attn: IT
Roseville, CA 95678 United States

Ship To Contact Rendi Hodge
Ship To Address 316 Vernon Street, Suite 400,
Attn: IT Roseville, CA 95678
United States

First Year
Registrations 5,000

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
ACTIVE Net - (credit card refunds - flat fee)	SaaS (Transactional)		1	0.10	0.00	
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1		0.00	
ACTIVE Net - ACTIVE Net Connect	SaaS (Annual)		1	2,400.00	0.00	2,400.00
ACTIVE Net - Annual Subscription Fee	SaaS (Annual)		1	60,400.00		60,400.00
ACTIVE Net - Direct Access to Tier 2 Service	Service (Annual)	Tier 2 Support Agents are product experts who investigate and resolve the most difficult ACTIVE Net issues. Tier 2 Agents support both Tier 1 Agents and Clients. For organizations to reach Tier 2 Agents without the Direct Access to Tier 2 Service, organizations need to call into the main Tier 1 Support line with an issue that their Tier 1 agent warrants appropriate for Tier 2 assistance. With the Direct Access to Tier 2 Service, Organizations will be able to call into a Tier 2 queue to access the next available Tier 2 Agent. Hours for Access are Monday -- Friday 8am to 6pm Central.	1	5,000.00		5,000.00
ACTIVE Net - Functionality: Activity Registration	SaaS		1		0.00	
ACTIVE Net - Functionality: Equipment Lending & POS	SaaS		1		0.00	

ACTIVE Net - Functionality: Facility Reservation	SaaS		1		0.00	
ACTIVE Net - Functionality: League Scheduling	SaaS		1		0.00	
ACTIVE Net - Functionality: Memberships	SaaS		1		0.00	
ACTIVE Net - Functionality: Private Lessons	SaaS		1		0.00	
ACTIVE Net - IPP320 Debit Pin Pad	Hardware (One Time)		1	460.00	0.00	460.00
ACTIVE Net - Primary Transportation (to be reimbursed based on actual cost incurred)	Service	Quoted prices for onsite services do not include the costs of transporting Active Network resources onsite. If onsite services are required, economy primary transportation costs (eg. Airfare, train fare, or mileage) will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.	1		0.00	
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS (Transactional)	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1		3.00	
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS		1		0.00	
ACTIVE Net - SaaS					0.00	
ACTIVE Net - Service Package Advanced 6	Service (One Time)	ACTIVE Net Service Package ADVANCED 6 consists of the following Services: • onsite business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (inventory and policy controls) • onsite & remote user testing • LMS training • onsite supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training The scope of Services is contained to the 6 functionalities of choice. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.	1	52,825.00	0.00	52,825.00
ACTIVE Net -						



Schedule

Service Package: Brochure Export	Service (One Time)		1	1,400.00	0.00	1,400.00
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS (Transactional)	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1		3.00	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS (Transactional)		1		0.50	
ACTIVE Net - Support Advanced Package	Maintenance	Support package for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1		0.00	
ACTIVE Net - Technical Services - ACTIVE Net Connect	Service (One Time)	ACTIVE Net - Technical Services - ACTIVE Net Connect consists of the following services: • Remote configuration, testing, & training Service information • This service enables configuration testing and training of the ACTIVE Net Connect application and associated reports	1	700.00	0.00	700.00
ACTIVE Net - Technical Services: ACH Remittance	Service	ACTIVE Net Technical Services: ACH Remittance consists of the following Services: • remote configuration, testing & training	1		0.00	
ACTIVE Net - Technical Services: Financial Export	Service (One Time)	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1	1,400.00	0.00	1,400.00
ACTIVE Net - Technical Services: GIS Import	Service (One Time)	ACTIVE Net Technical Services: GIS Import consists of the following Services: • remote configuration, testing & training	1	1,400.00	0.00	1,400.00
ACTIVE Net - Technical Services: Refund Export	Service (One Time)	ACTIVE Net Technical Services: Refund consists of the following Services: • remote configuration, testing & training	1	1,400.00	0.00	1,400.00

Total Price USD 127,385.00

Hardware Total	460.00	Saas Total	62,800.00
Service Total	64,125.00	Annual Projected Contract Value	USD 139,162.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.



Schedule

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____



COUNCIL COMMUNICATION

CC #: 1025

File #: 0704

Title: Blue Oaks Corridor - Landscape Improvement Agreement

Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve the Landscape Improvement Agreement for the Blue Oaks Corridor between the City of Roseville and Anthem United Creekview Developments Limited Partnership, and authorize the City Manager to execute it.

BACKGROUND

In preparation for new development within the Creekview Specific Plan area, Anthem United approached the City regarding enhancing the main thoroughfare (Blue Oaks Boulevard) into the development area. The north side of Blue Oaks Boulevard consists of properties owned by Anthem, with the eventual deed of a small open space parcel. The south side of Blue Oaks Boulevard consists of city-owned parcels including the Electric power plant. The scope of work within the Agreement will be at Anthem's sole cost.

The Agreement includes:

- Installation of landscape improvements completed by Anthem consistent with the requirements of the Development Agreement on both the north and south sides of Blue Oaks Boulevard between Westbrook Boulevard and the open space to the east
- Maintenance of the landscape improvements completed by Anthem consistent with the City's maintenance service levels or better until no later than February 1, 2026
- Removal of the landscaping on City-owned parcels completed by Anthem, unless the City elects to retain all or a portion of the landscape improvements
- A bond from Anthem to cover the cost to remove the landscape improvements should the City elect to not retain the landscaping and in the instance that Anthem is not in a position to do so themselves

If approved, it is anticipated that the landscape improvements will begin in the late fall or winter of 2020.

FISCAL IMPACT

The landscape improvements are located on the southern edge of the Creekview Specific Plan area. The costs for design, installation, maintenance and removal of the landscape improvements are the sole responsibility of the Developer. There will be no General Fund impact.

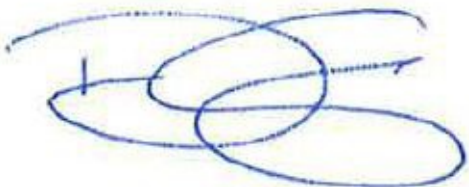
ENVIRONMENTAL REVIEW

The proposed landscaping project involves minor alteration in the condition of the land and vegetation, and will not involve removal of healthy, mature, scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-384

Agreement

RESOLUTION NO. 20-384

APPROVING A LANDSCAPE IMPROVEMENT AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND THE ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Landscape Improvement Agreement for the Blue Oaks Boulevard
Corridor Landscaping, by and between the City of Roseville and the Anthem United Creekview
Developments Limited Partnership, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**LANDSCAPE IMPROVEMENT AGREEMENT
BLUE OAKS BOULEVARD CORRIDOR LANDSCAPING**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Roseville, a municipal corporation, (“CITY”) and Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (“ANTHEM” or “LANDOWNER”); and

W I T N E S S E T H:

A. ANTHEM is the owner of certain real property under development in the City of Roseville known as the Creekview Specific Plan (“Creekview”) located in the City of Roseville (“City”), County of Placer. The legal description for Creekview is attached hereto as Exhibit “A,” and generally shown on Exhibit “B” both of which are incorporated by this reference (the “Property”).

B. CITY and ANTHEM entered into a Development Agreement dated October 3, 2012, which was recorded against the Property on November 28, 2012, as Document Number 2012-0113752-00 in the Official Records of Placer County, and the First Amendment of Development Agreement, dated November 6, 2019, which was recorded against the Property on December 19, 2019, as Document Number 2019-0103338-00 in the Official Records of Placer County (“DA”).

C. ANTHEM is developing or overseeing the development of Creekview as a master planned community consisting of residential, commercial, park, open space, and public-quasi

public uses. The land use plan for Creekview is attached hereto as Exhibit “C” and incorporated herein by reference.

D. ANTHEM intends to install certain landscape improvements, including plant material and irrigation systems, north and south of Blue Oaks Boulevard from Westbrook Boulevard to Westpark Drive and on the east side of Westbrook Boulevard north of Blue Oaks Boulevard (“Landscape Improvements”), as shown in Exhibit “D” (Blue Oaks Corridor Landscape Plan) and listed in Exhibit “F” (Installation and Maintenance Obligations) attached hereto and incorporated herein by reference. The Landscape Improvements are intended by ANTHEM to enhance the Blue Oaks Boulevard corridor.

E. Landscape Improvements are proposed adjacent to roadways in several different landscape areas (“Landscape Areas”), as shown on Exhibit “D”:

1. Landscape Areas 1, 2, 3 and 4 are within the landscape corridors of Creekview parcels C-70, C-43, C-83, C-84, and C-54, north of Blue Oaks Boulevard owned by ANTHEM (“North Areas”).

2. Landscape Areas A, B, C, and D are located on parcels south of Blue Oaks Boulevard owned by CITY (“South Areas”).

F. Landscape Improvements planned in the North Areas are consistent with the requirements of the DA. Landscape Improvements planned in South Areas are not ANTHEM’s obligation in the DA but are proposed by ANTHEM as a public benefit and enhancement of the Blue Oaks Boulevard corridor.

G. ANTHEM and CITY desire to enter into this Agreement providing for the direct installation by ANTHEM of the Landscape Improvements in accordance with approved improvement plans.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and ANTHEM hereby agree as follows:

1. Construction and Installation of Landscape Improvements. At its sole cost, ANTHEM shall cause the Landscape Improvements to be constructed in North Areas and South Areas, in accordance with the approved improvement plans. CITY shall not be responsible for any costs related to the installation of Landscape Improvements, nor shall ANTHEM be eligible for reimbursements or fee credits from CITY for same.

2. Landscape Maintenance Obligations.

a. North Areas. ANTHEM shall maintain Landscape Improvements in North Areas.

b. South Areas. ANTHEM shall maintain Landscape Improvements in South Areas at the established standard service level described in Exhibit “E” (“Maintenance Standard of Care”).

3. Cost of Maintenance. The estimated annual cost of maintenance for each of the Landscape Areas is listed in Exhibit “F”.

a. North Areas. ANTHEM shall be responsible for the cost of maintenance for Landscape Improvements in North Areas.

b. South Areas. ANTHEM shall be responsible for the cost of maintenance for Landscape Improvements in South Areas at the established standard maintenance service level, as described on Exhibit “E” until the Landscape Improvements are removed or City assumes maintenance responsibility, as described in Section 4 of this Agreement.

4. Removal of Landscaping in South Areas. No later than February 1, 2026, ANTHEM shall, at its sole cost, remove Landscape Improvements in South Areas installed consistent with Section 1 of this Agreement. ANTHEM reserves the right to remove, at its sole cost, all or a portion of the Landscaping Improvements in South Areas before February 1, 2026 by notifying CITY in writing in advance of removal.

Prior to installation of Landscape Improvements in South Areas, ANTHEM shall provide CITY with a performance bond for the removal of same. The amount of the bond shall be \$29,465.33 which is 200% of the estimated cost to remove Landscape Improvements in the South Areas.

CITY may elect to retain all or a portion of the Landscaping Improvements in South Areas by notifying ANTHEM in writing, no later than January 1, 2026, that ANTHEM is no longer obligated to remove the Landscape Improvements in all or a portion of the South Areas as required in this Section 4, and CITY shall release the performance bond.

Notwithstanding the foregoing, in the event of conflicts with CITY's installation of infrastructure improvements prior to February 1, 2026, CITY reserves the right to require ANTHEM to remove all or a portion of the Landscaping Improvements in South Areas by notifying ANTHEM in writing. Such actions shall be at ANTHEM's sole cost.

5. Permits. ANTHEM shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Compliance with Laws. ANTHEM shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the obligations under this Agreement.

7. Right of Entry. CITY grants ANTHEM, its employees, agents and contractors permission to enter upon and use the South Areas, as may be reasonably necessary in order to

install and maintain Landscape Improvements in South Areas, consistent with Sections 1 and 2.b of this Agreement. If at any time ANTHEM or its employees, agents and contractors shall cause any damage to any portion of South Areas as a result of its entry or work hereunder, ANTHEM shall promptly cause such damage to be repaired at its sole cost and expense. In addition, ANTHEM is not permitted to store personal property or equipment in South Areas.

8. Changes in the Scope of Work. If, during the course of construction, field conditions require a change of scope different than contemplated in Exhibit "D, as referenced above, and prior to making any changes that will affect the scope of this Agreement, ANTHEM shall contact CITY and get approval by CITY for those changes.

9. Prior To Commencement of Work. Prior to commencement of work, ANTHEM shall comply with the following: (1) obtain pre-approval from CITY of ANTHEM's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and land adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Section 10 of this Agreement.

10. Indemnification. To the fullest extent allowed by law, ANTHEM shall defend, indemnify, and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of ANTHEM's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

ANTHEM's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

11. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain Public Improvements as shown on Exhibit "D," ANTHEM shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintenance of Landscape Improvements in South Areas (described in Sections 1 and 2.b of this Agreement), and maintain in full force the following policies of insurance:

<u>POLICY</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: \$2,000,000 each occurrence \$4,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 combined single limit

a. Form. ANTHEM shall submit a certificate evidencing such coverage in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims-made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. ANTHEM shall also provide a separate endorsement

form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of ANTHEM. The additional insured coverage under ANTHEM's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. ANTHEM shall provide ten (10) calendar days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Contractors. ANTHEM agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work.

Furthermore, ANTHEM shall require its contractors to agree to be bound to ANTHEM and CITY in the same manner and to the same extent as ANTHEM is bound to CITY under this Agreement. Additionally, ANTHEM shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. ANTHEM hereby agrees to waive subrogation which any insurer of ANTHEM may acquire from ANTHEM by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability, or Automobile Liability policy. All Workers Compensation, Commercial General Liability, and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by ANTHEM, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ANTHEM of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

12. Obligations Arising From Agreement. Neither the General Fund nor any other fund or monies of CITY, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

13. Assignment. ANTHEM shall not assign this Agreement without the prior written consent of CITY.

14. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

15. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Notices. All notices required by this Agreement shall be delivered in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to CITY shall be addressed as follows:

Director of Parks, Recreation & Libraries
City of Roseville
316 Vernon Street
Roseville, CA 95678

Notice required to be given to ANTHEM shall be addressed as follows:

Anthem United Creekview Developments, LP
3001 Douglas Boulevard, Suite 200
Roseville, CA 95661

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville (CITY), 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 Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2020, and ANTHEM has caused this Agreement to be executed.

(Signatures on following page)

CITY:

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Director of Parks, Recreation &
Libraries

ANTHEM/LANDOWNER:

ANTHEM

Anthem United Creekview Developments Limited Partnership,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
A Washington limited liability company
Its: General Partner

By: Brian Moore
Brian Moore

Its: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

PLACER

On August 25, 2020 before me,

Bonnie Kwan, Public Notary

Here Insert Name and Title of the Officer

personally appeared

Brian Moore

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Property
Exhibit C	Land Use Plan
Exhibit D	Blue Oaks Corridor Landscape Plan
Exhibit E	Maintenance Standard of Care
Exhibit F	Installation and Maintenance Obligations

EXHIBIT "A"
DESCRIPTION OF PROPERTY

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 14, Township 11 North, Range 5 East, Mount Diablo Meridian, being more particularly described as follows:

Being the Lands of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, as described in that certain Grant Deed recorded July 18, 2019 as Document No. 2019-0050338, and that certain Grant Deed recorded May 24, 2019 as Document No. 2019-0034778, Official Records of Placer County, as shown on that map titled "Final Map of Creekview-Phase 1 Large Lot Subdivision, Subdivision No. PL18-0190", filed for record on June 1, 2020, in Book EE of Maps, at Page 97, Placer County. Records

Containing 461.327 acres of land, more or less.

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

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

Paul Ferguson

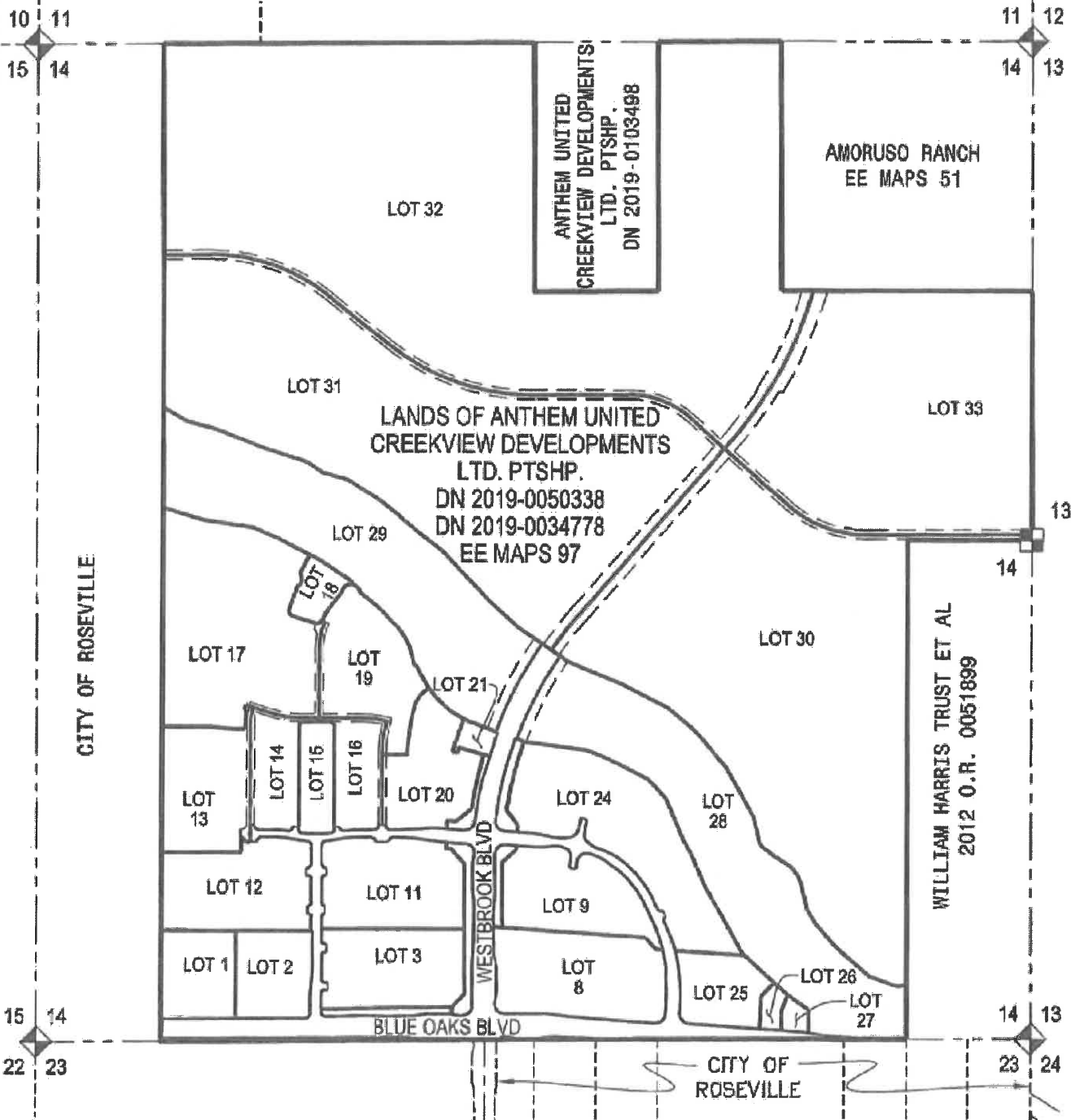
Paul Ferguson, Jr., PLS 9265
License Expiration Date: 03-31-2022

Date: 6.5.20



Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC
1025 Creekside Ridge Dr., Suite 150, Roseville, CA 95678
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P:\18431\survey-M5\mapping\desc\LLM\CV-LLM.dwg, SHEET 1, 6/5/2020 10:50:04 AM



SHEET 1 OF 1



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

EXHIBIT "B"

CREEKVIEW LARGE LOT MAP - EE MAPS 97

LANDS OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LTD. PTSHP.

A PORTION OF SECTION 14, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE

COUNTY OF PLACER STATE OF CALIFORNIA

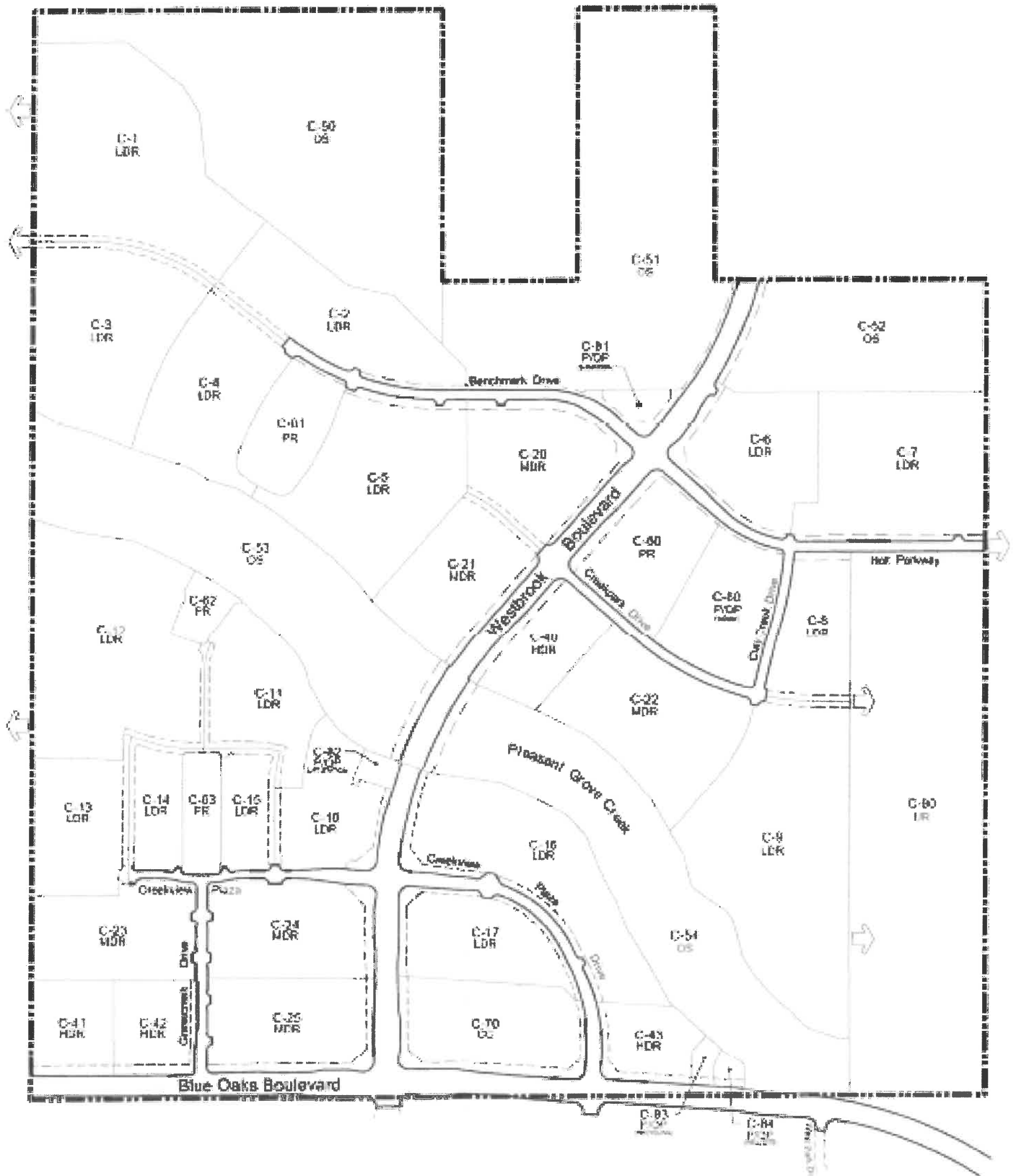
MACKEY & SOMPS

ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1199

PFF	1"= 800'	06/05/2020	18431
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT C
LAND USE PLAN



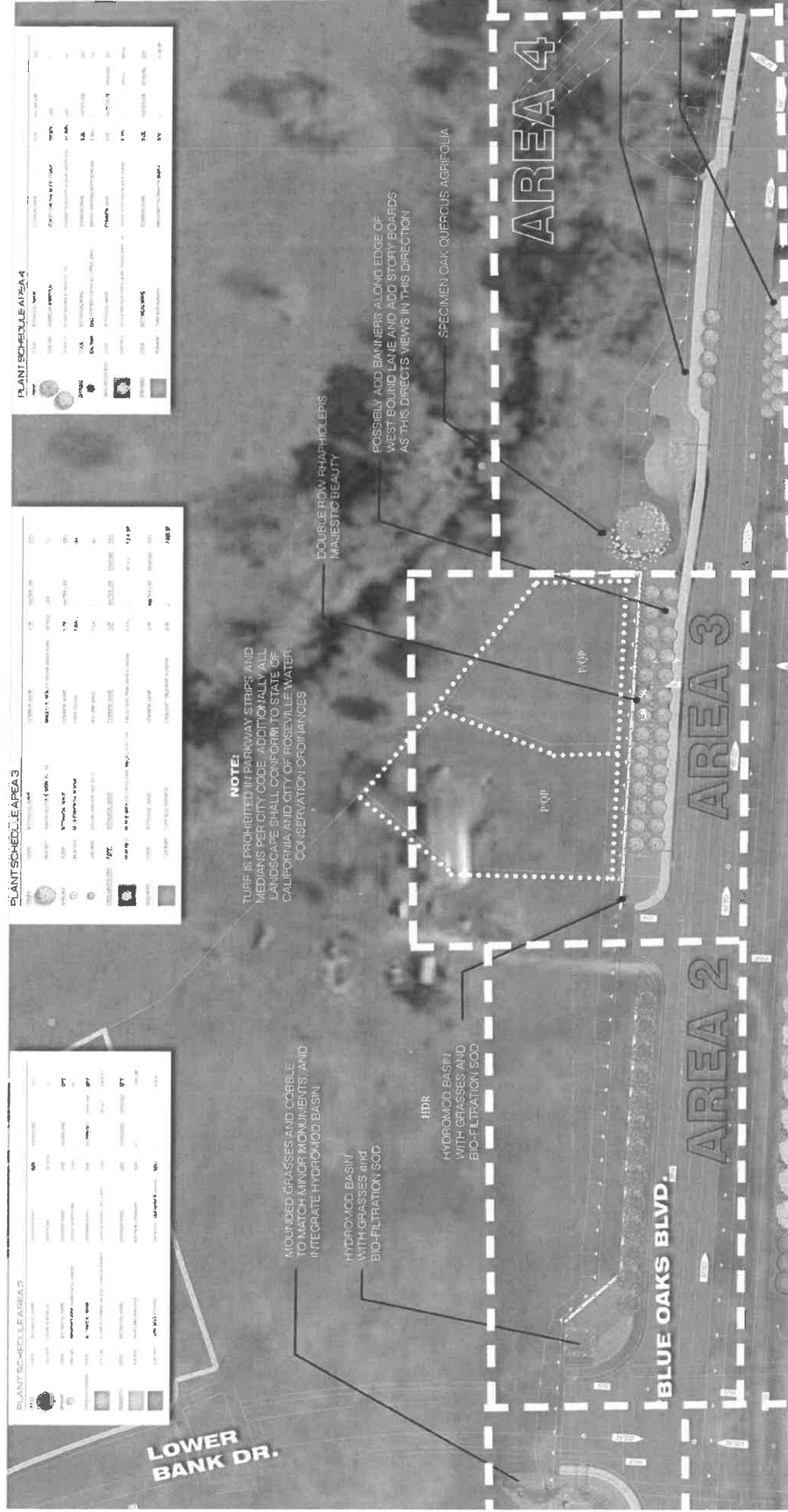


EXHIBIT D - Blue Oaks Corridor Landscape Plan L2

Roseville, CA

NORTH SIDE OF BLUE OAKS BLVD - AREAS 2-4 (PUBLIC ZONES)

JOB#: 18080.1
DATE: 08.17.2020





EXHIBIT D - Blue Oaks Corridor Landscape Plan L3

Roseville, CA

SOUTH SIDE BLUE OAKS BLVD - AREAS A AND B

JOB#: 18080.1
DATE: 08.17.2020

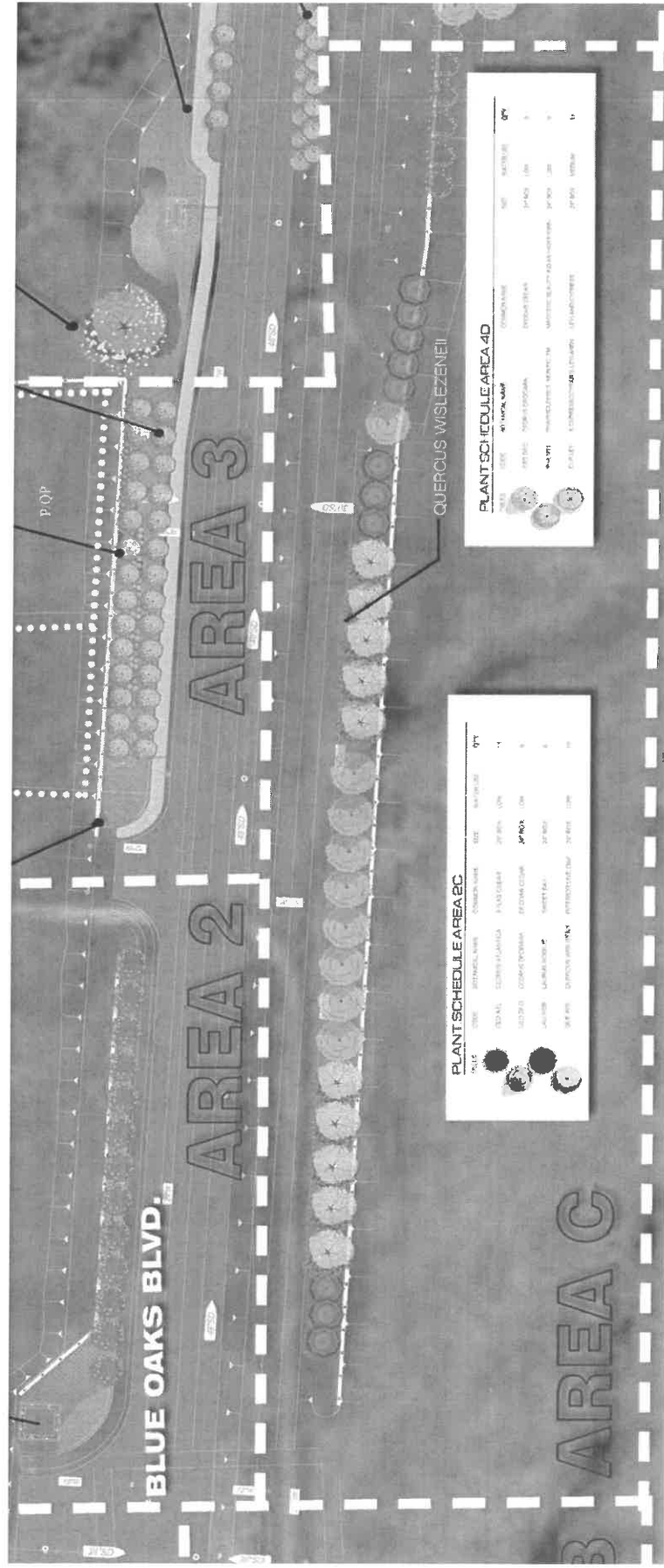




Roseville, CA

SOUTH SIDE BLUE OAKS BLVD - AREA C

JOB#: 18080.1
DATE: 08.17.2020





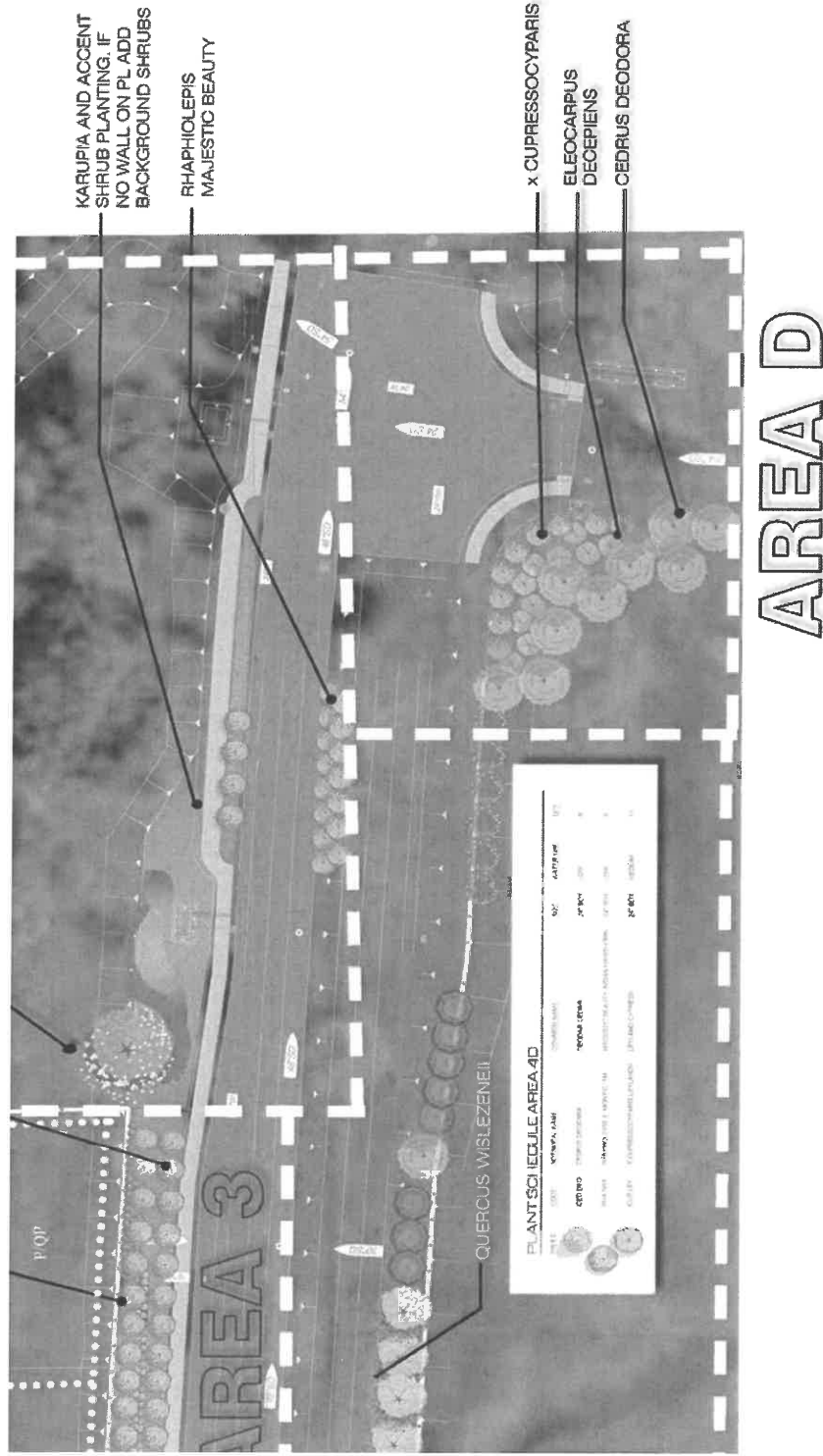
L5

EXHIBIT D - Blue Oaks Corridor Landscape Plan

Roseville, CA

SOUTH SIDE BLUE OAKS BLVD - AREA D

JOB#: 18080.1
DATE: 08.17.2020





Roseville, CA

EXHIBIT D - Blue Oaks Corridor Landscape Plan

L6

PROPOSED PLANT MATERIALS

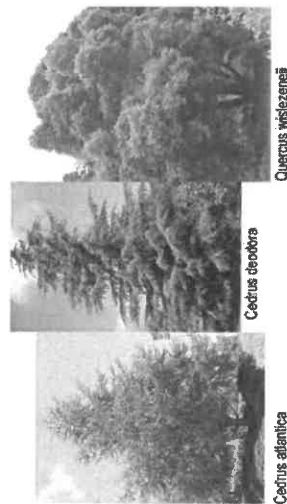
JOB#: 18080.1
DATE: 08.17.2020



STREET, SPECIMEN AND SUBORDINATE TREES



ACCENT AND SCREEN TREES



AREA 1-SHRUBS, PERENNIALS, AND GRASSES

AREA 1B & 2-ENTRY SHRUBS AND GRASSES

AREA 2 - SHRUBS, PERENNIALS, AND GRASSES



***PARKS & LANDSCAPE MAINTENANCE
SERVICE LEVELS
CONTRACTOR EDITION
2018 EDITION***

Revised April 2018

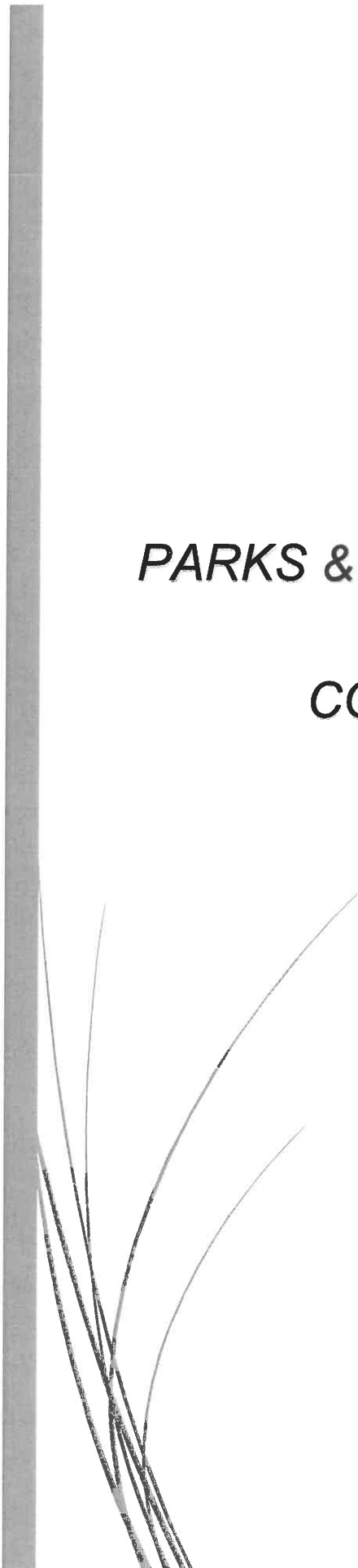


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Goals

City of Roseville

- A high quality of life for our residents, businesses and visitors
- Fiscal soundness
- Safe and stable infrastructure

Parks, Recreation & Libraries

Enhance lives and the community by providing exceptional experiences for Roseville residents, businesses and visitors through our parks, recreation and libraries' facilities

Parks Division

Create and maintain **safe, clean and green** public spaces

Priorities shall be defined based on "safe, clean and green". When faced with two or more competing tasks, tasks associated with public or staff safety shall be the first priority, tasks associated with cleanliness shall be second and tasks that are aesthetic in nature shall be third.

DEFINITIONS

Turf:	Grass and the surface layer of soil held together by its roots.
Weed:	Any wild plant growing where it is not intended, designed, or desired to be and is growing in competition with cultivated plants.
Component:	Any part or aspect of a system that relies on each part to be complete. Examples include a slide is part of a play structure or a valve box is part of an irrigation system.
Site Furniture:	Park elements that are placed for the convenience or comfort of the user, such as, a drinking fountain, picnic table or bench.
Access Restriction:	A structure, such as a bollard, fence or gate, built to bar passage by either a vehicle or pedestrian.
Beds:	Landscape planters or non-turfed (planted) areas.
Bare Areas:	Area within the turf area where there is no living plant material.
Undeveloped Park Sites:	Portions of a park, slated for future development, but as yet, do not have any constructed improvements.
Natural Areas:	Areas within a developed park, but are set aside to remain undeveloped because of a valued natural resource.

BASIC MAINTENANCE

The Park, Recreation & Libraries Department has established a base level of maintenance which shall be universally applied to all parks, facilities and streetscapes, unless otherwise noted. In all cases, defects that pose a safety concern shall be reported immediately upon discovery.

IRRIGATION

Irrigation systems and the associated components shall be maintained to ensure public safety and full functionality. The irrigation system shall be managed to ensure proper soil moisture and reduce visible stress of turf or landscaping without disrupting the user's experience, through efficient use of water.

1. Public Safety:

- a. There shall be no standing water in turf, landscaped areas or on pavement.
- b. Nuisance run-off on or across paved areas due to irrigation shall be eliminated. This creates algae and slippery surfaces.
- c. Blown heads which create divots or holes in playing or walking surfaces shall be immediately repaired and backfilled.
- d. Tripping hazards due to stuck sprinkler heads, sunken valve boxes, etc. shall be repaired.
- e. Overspray onto walkways, fences, walls, roadways or other areas where irrigation is not watering turf or landscaping, shall be prohibited.
- f. In cases where repairs require a longer lead time to address, the impacted area shall be properly cordoned off.

2. Water Management:

Irrigation systems shall be programmed to comply with current and applicable Water Efficient Landscape Ordinances (WELO).

a. Park areas:

- i. There is a required weekly site walk to spot check the irrigation system. Adjustments to the system shall be made prior to the next watering cycle.
- ii. A full irrigation system check shall be performed prior to the start of the irrigation season (March – November). Monthly system checks shall be performed to maintain the system during the season. Repairs shall be completed prior to the next scheduled watering period. This shall include flushing of drip systems.

b. Streetscapes:

- i. A full irrigation system check shall be performed during the growing season, at minimum at the start of the growing season (March), mid-way through the growing season (June/July), and at the end of the growing season (November). This shall include flushing of drip systems.

TURF CARE

All turf areas shall support the designed uses such as curb appeal and/or informal/non-programmed or formal/programmed recreational use. Turf shall be an even surface, with uniform green color during the growing season. The soil moisture level shall be consistent throughout the turfed area, and shall be free of standing water. Bare areas and weeds shall not exceed defined tolerance levels.

1. Maintained Turf heights:

- a. Based on assigned service level.
- b. At no time shall mowing remove more than 1/3 of the leaf blade.

2. Mowing:

- a. Mowing frequencies will be a minimum of one (1) time per week from March through October and bi-monthly from November through February or as needed to prevent clumping.
- b. Mulch mowing is the required method, unless otherwise approved.
- c. Mowing patterns should be alternated to avoid ruts and compaction.

3. Edging:

- a. Edging frequency will be based on assigned service level.
- b. Edging along hardscape shall utilize a blade edger.
- c. Edging along valve boxes, utility boxes, poles, etc. shall utilize a string trimmer.

4. Bare areas: Shall be no more than 15% of the total turfed area in a dedicated sports fields. All other areas shall be based on service level.

5. Weeds: Tolerance level shall be based on service level.

6. Aeration: Frequency is based on service level.

7. Seed or sod repairs: Maintain an acceptable turf stand. Repair of turf shall be in the form of either seed or sod depending on the actual use and the schedule of activity at the location. Timing shall be coordinated with area Supervisor.

8. Fertilizer: Fertilizers shall be applied to ensure the health of the turf. Fertilization will be completed as extra work.

LANDSCAPE AREAS: GROUND COVER, PLANTER BEDS and BIO-SWALE PLANTERS

All plants shall be maintained in a healthy and attractive condition. Landscaping shall also be maintained to provide secondary functions such as natural barriers, pollution/dust control and/or erosion control.

1. Removal and replacement of plant material: Dead, stunted or severely damaged plant material shall be removed within thirty (30) days of discovery. Replacement planting shall occur in the Spring or Fall seasons and shall be comparable in size to the lost or original plant, up to a maximum of thirty-six inch (36") boxed specimen, unless otherwise approved.

2. **Median plant maintenance:** At un-signalized left turn lanes, plant material shall be maintained at twelve inches (12") or lower for a minimum distance of 175 feet as measured from the nose of the median.
3. **Trimming:** Pruning of shrubs shall be consistent with horticultural standards. Focus shall be on the removal of dead or diseased material, thinning for natural structure/form, and rejuvenation pruning to ensure the health of the plant. Shearing, other than hedges and groundcover edging, shall be limited in use.
 - a. Trimming of plant material shall be based on service level. The frequency may increase depending on the plant species and the location.
 - b. Ground cover shall be edged as needed to prevent plant growth from extending beyond curbs, sidewalks, roadways, buildings, and turfed edges.
 - c. Hedges along sound walls shall be maintained to within one (1) foot below the top of the adjacent wall or fence.
 - d. Vines shall be maintained to prevent growth over a wall and onto private property.
 - e. Plants shall be maintained to ensure proper irrigation functionality and proper coverage.
 - f. Ornamental grasses and perennial monocots shall be pruned at the end of the growth season to promote new growth and remove dead debris.
 - g. Bio-swales - Shrubs will be pruned to eliminate encroachment into parking lots and walk areas. Trimming of the ground covers or filter plantings will only be on a request basis by City staff not to exceed two (2) times per year. Bio-swales are located at various locations.
 - h. Hard Fescue that is located in parks, trails, and bio-swales will need to have seed head cut back two (2) times per year in the spring and fall pursuant to coordination with a Parks Supervisor.
4. **Annuals:** Seasonal color through the planting of flowers shall be installed to completely and evenly fill the planting space. Dead heads, blank spots, and other defects shall not detract from aesthetic of the planting area. Beds shall be weeded and detailed a minimum of once every two (2) weeks.
5. **Bark mulch:** Replenishment will be discussed and evaluated at an annual review. If bark mulch needs to be added, this would be deemed extra work and billed accordingly.
6. **Weeds:** Weed control in all areas shall be prevented and/or treated to not exceed service level tolerance for the location.

TREES

Trees shall be maintained using International Society of Arboriculture standards in order to ensure public safety, in addition to the overall health and structural integrity of the tree. Trees shall conform to the general shape and height of the species.

1. **Pruning:** Tree limbs shall be pruned at height of eight feet (8') or higher for pedestrian clearance over sidewalks, pathways and trails and fifteen feet (15') or higher over streets and roadways. See Attachment A, Tree Pruning Standards.
2. **Staking:**
 - a. Young trees shall be properly staked to encourage a straight trunk (growth) and until roots are firmly established.
 - b. Proper staking is detailed in the Parks Construction Standards (link provided at end of this document).
 - c. Once tree is firmly established, stakes shall be completely removed with no protrusion above finish grade or voids/holes in the soil.
 - d. Trees must be straight.
 - e. Ties on the stakes shall be checked periodically to ensure they are adjusted properly.
 - f. Tight or damaged ties or stakes shall be replaced or repaired.
3. **Removal and Replacement:** All severely or irreparably damaged trees shall be removed within thirty (30) days of notice. This includes removal of tree stumps and/or surface roots. Replacement of trees shall be during the Spring or Fall seasons, unless otherwise approved.
4. **Tree Wells:**
 - a. Shall be weed free.
 - b. A well-defined radius of three feet (3') diameter around the tree trunk shall be maintained for trees located in turf.
 - c. Use of mechanical controls, such as string trimmers, shall be utilized in a manner to prevent scarring of the tree.
 - d. No mulch for tree wells located in turf.

PORTERING

All maintained areas shall have a clean appearance. Portering services may be performed by City staff and/or Contractor staff. Please be aware of the standards below for any park or area where portering is assigned to a contractor.

Portering refers to the following items which are described in more detail below:

- Vandalism and Graffiti
- Litter/Trash Receptacle Servicing
- Unpaved or Paved Surfaces
- Access Restrictions
- Playgrounds
- Sports Facilities

1. Vandalism and Graffiti

All park assets shall be maintained to ensure proper functionality and shall be free of hazards.

- a. **Vandalism:** All damage caused by vandalism shall be immediately reported upon discovery. Repairs related to safety will be addressed within twenty-four (24) hours of report.
- b. **Graffiti:** All public assets shall be free of graffiti. Upon discovery, photo document the graffiti and send to Parks Supervisory team. Obscene graffiti must be cleaned or covered immediately.
- c. **Temporary Closures:** In situations where vandalized components pose a risk to public safety or alter the intended use, the area shall be cordoned off to prevent public use. A sign indicating the component is temporarily closed for public use shall be posted on site. Any temporary closure shall be immediately reported to the Parks Supervisory team.

2. Litter/Trash Receptacle Servicing

All maintained areas shall have a clean appearance and be free of litter, trash or debris after service is completed.

- a. **Hazardous debris/litter:**
 - i. Remove hazardous debris immediately upon discovery.
- b. **Trash receptacles:**
 - i. Shall not be more than 2/3 full.
 - ii. Shall not have a foul odor.
- c. **Frequency:** Servicing of trash receptacles shall occur a minimum of two (2) days per week or three (3) non-consecutive days per week based on service level.

3. Paved and Unpaved Surfaces

Paved and unpaved surfaces shall be maintained to ensure public safety and cleanliness. Surfaces shall be smooth, less than one-quarter inch (1/4") height difference between panels, contain no "bird baths," and be free of weeds, algae, debris, litter, bark, engineered wood fiber or other friable material.

Paved or impervious surfaces: Examples include concrete or asphalt pathways, picnic areas, asphalt parking lots, brick or pavers mortared in place, etc. These surfaces shall be inspected monthly for cracks and raised areas. Tripping hazards shall be immediately reported and repaired.

Unpaved or pervious surfaces: Examples include decomposed granite pathways, gravel parking lots, pervious concrete, bricks or pavers set in sand, pea gravel areas within parks, etc. These surfaces shall be inspected two (2) times a year. Holes, divots, cracks and bare areas shall be filled, repaired or replenished upon discovery.

4. Playgrounds

All play equipment and associated resilient surfacing shall be maintained to ensure overall safety and functionality.

a. Resilient surfacing:

- i. Friable surfaces: Examples are sand or engineered wood fiber. These surfaces shall be raked smooth a minimum of three (3) non-consecutive days per week to achieve a consistent distribution of material across the entire area within the containment area or as needed. The minimum thickness of material shall be twelve inches (12"). Emphasis shall be placed on high use zones such as swings, slide exits, entry steps, etc.
- ii. Poured-in-place rubber surfacing shall be free of holes or cracks no larger than a two inches (2") in diameter +/-.

b. Removal of unwanted material:

Unwanted material or debris that impact the safety, cleanliness or functionality of the play space shall be removed immediately upon discovery.

5. Sports Facilities

Sports facilities include softball fields, baseball fields, soccer fields, horseshoe pits, and outdoor sports courts (basketball, tennis, pickle ball, bocce ball, volleyball, etc.

- a. **Sports court surfaces**: Surfaces shall be cleaned a minimum of two (2) times per month to prevent buildup of sand, leaves, bark mulch, gravel, etc.
- b. **Basketball**: Backboards, rims and nets will be clean, free of holes or tears and in good working condition.
- c. **Horseshoe courts**: Backboards and fences shall be in good condition. Rake and fill holes, divots or cracks as needed to prevent trips and falls.
- d. **Sand volleyball courts**: Sand shall be raked smooth on a bi-weekly basis, be replenished as needed and be weed free.
- e. **Dedicated softball/baseball fields**: Infields and warning tracks shall be essentially weed free throughout year. Low areas in turf and infields shall be filled upon discovery.

Backstops, sideline fences, dug-outs and safety netting shall be free of holes, protruding pieces or broken components

6. Park Signage

- a. Visibility of all signage including park identification signs, playground rules, park rules, park namesake biography signs, kiosks, interpretive signs, etc. shall be clear of obstructions such as tree limbs, shrubs or other plant material.
- b. Text on signs shall be legible and colors shall be consistent.
- c. Signs shall be securely mounted and located at key points or sight lines for clear visibility.

7. Water Features

- a. All water features shall be clean and free of litter and debris.

SERVICE LEVELS

The chart below outlines differences in allowable tolerances based on the four service levels. Each park or streetscape is assigned a service level and the Contractor is expected to provide maintenance at that level unless otherwise noted. Tasks not listed in the chart below shall be maintained at the basic maintenance level described above.

	Premium	Standard	Core	Low
Turf Care				
Maintained between:				
Warm season (Bermuda)	1"-2"	1"-2.5"	1"-2.5"	1"-2.5"
Cool season (Fescue & Bluegrass)	2"-3.5"	2"-3.5"	2"-4"	2.5"-4.5"
Bare Areas	None	up to 15%	Up to 30%	Up to 40%
Edging	Every other week	One every 3 weeks	Once per month	None
Weeds	None (street frontages, play/picnic areas, etc.)	No more than 20%	No more than 40%	No more than 60%
Aeration	2x/year (minimum)	1x/year & as needed	1x/year	None
Landscaping & Trees				
Hedge pruning	At top of fence/wall	Within 1' under top of wall/fence	No more than 1' over top of fence/wall	Acceptable
Missing plant material (includes trees)	None	None within high visibility areas	In limited areas (up to 20%)	Acceptable
Weeds	None	None within high visibility areas	In limited areas (up to 25%)	1-4 applications per year as budget allows
Pruning Shrubs	3/x year (Minimum)	3/x year (Minimum)	2/x per year	1/x per year
Portering Services (Parks)				
Litter/Trash Receptacle Servicing	Daily	3 non-consecutive days/week	2x/week	2x/month
Playground and Sports Facility Raking	4 days/week	3 non-consecutive days/week	2 non-consecutive days/week	1 time per week
Sports Courts	4 times/month	2 times/month	1 time/month	None

City of Roseville Parks, Recreation & Libraries Parks Design & Construction Standards can be found on our website at www.roseville.ca.us/parksintheworks.

Attachment A

2016 City of Roseville

Tree Pruning Standards & Tree Maintenance Standards

All work shall be performed under the on-site supervision of a licensed and experienced ISA Certified Arborist and Qualified Tree Risk Assessor (TRAQ).

All work shall conform to the current Standards and Best Management Practices of:

- American National Standards Institute (ANSI) A300 for Tree Care Operations- Standard Practices for Tree Pruning and Risk Assessment.
- ANSI Z133.1 Safety Requirements for Arboricultural Operations.
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Risk Assessment, Cabling, Fertilization, Tree Planting, IPM.
- California Occupational Safety and Health Administration (OSHA) General Industry Safety Orders: Tree Work, Maintenance, Removal, Logging, Rigging, Crane and Aerial Devices.

A. Level II Risk Assessment:

On all Routine Cycle Pruning, Grid Pruning and Specialty Pruning the contractor shall perform an ISA level II Risk Assessment (basic assessment) on each tree prior to making any pruning cuts or performing any other tree work. The level II assessment shall be performed by an experienced ISA Qualified Tree Risk Assessor (TRAQ).

B. Routine Cycle Pruning (Grid Pruning): Section 1 to 4

- When performing routine cycle & service request pruning, section 1 to 7, contractor shall perform all pruning including structural and clearance pruning.
- If a tree has encroached into the high voltage lines contractor shall not be allowed to perform any pruning and shall immediately notify utility provider to clear the tree away from the lines. After the tree has been pruned and the line is cleared by the utility provider the contractor can proceed with the pruning.
- All pruning projects shall be coordinated with the City and approved two weeks prior to start date.
- All traffic controls and bike trail closures shall be approved by the City at least one week prior to project start; see section C 11 (standard requirements).
- Equipment use including bucket trucks in parks and golf courses, shall be coordinated and approved by City staff at least two weeks prior to project start.
- No trucks over a weight of 6,000lbs pounds shall be driven on concrete pathways.
- No trucks or other equipment shall be driven on wet turf.
- Before driving on landscape or parks, irrigation main lines and sprinkler heads must be marked by City staff.

1. Structural Pruning including Clearance Pruning: Young Trees (0"-6" DBH) and (7"-12" DBH)

- a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - i. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - ii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment; >0.75" in diameter.
- c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- d. Develop and/or maintain a central leader.
- e. Space main branches along one central leader.
- f. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
- g. Keep all branches less than 50% of the trunk diameter to ensure that the branch collar and branch protection zone remain intact.
- h. Vertically and radial space scaffold branches 12"-48" apart.
- i. Reduce growth by subordinating or removing branches with included bark and co-dominant stems >0.5" in diameter.
- j. Remove all mistletoe and vines growing on trees.
- k. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- l. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- m. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

2. Structural Pruning including Clearance Pruning, Cleaning, Weight reduction, and Thinning: Intermediate Trees (13"-23" DBH)

- a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - i. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
 - ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - iii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment.
- c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches; >1" in diameter.
- d. Develop and/or maintain a central leader.
- e. Space main branches along one central leader.
- f. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
- g. Vertically and radial space scaffold branches 12"-48" apart.
- h. Reduce growth by subordinating or removing branches with included bark and co-dominant stems over 1.5" in diameter.
- i. On trees with dense foliage, thin crown to allow wind and light penetration into the interior branches.
- j. Remove all mistletoe and vines growing on trees.
- k. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- l. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- m. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

3. Mature Tree Pruning including Clearance Pruning, Cleaning, Weight reduction and Thinning: Mature Trees (24"+ DBH)

- a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - i. On all trees DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
 - ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - iii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment; >1" in diameter.
- c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- d. Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
- e. On trees with dense foliage, thin crown to allow light penetration onto the interior branches.
- f. Remove all mistletoe and vines growing on trees.
- g. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- h. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- i. Do not remove more than 25% of live foliage from tree unless directed by Urban Forester.
- j. Do not remove live branches larger than 8" in diameter without approval from the Urban Forester.

4. Palm Pruning

- a. Remove dead fronds, fruits or loose petioles. Dead fronds are those with less than 50% green tissue.
- b. Live, healthy fronds above horizontal (9 o'clock to 3 o'clock) shall not be removed.
- c. Fronds removed shall be severed close to the petiole base without damaging living trunk tissue.
- d. Palm peeling (shaving) shall consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

C. Extra Work: Section 5 to 10

5. Bike Trail Safety Pruning:

- a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - i. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% on the tree's side that overhangs the bike trail.
 - ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - iii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment; > 1" in diameter.
- c. Provide fourteen feet (14') overhead clearance at bike trails.
- d. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- e. Remove all mistletoe.
- f. Prune to clear line of sight for bike trails, traffic signs, signals, and street signs.

- g. Set up proper traffic control and re-direct pedestrians and bicyclists when working on a bike trail.

6. Clearance Pruning for roadsides, sidewalks, signs and light structures

- a. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
 - i. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadside, sidewalks, signs and light structures.
 - ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - iii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment; >1" in diameter.
- c. Provide fourteen feet (14') overhead clearance at roadsides.
- d. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
- e. Clear sign or light structure on all sides so that it is visible.
- f. Balance Tree on road- and sidewalk side

7. Clearance Pruning for Traffic Signal Head & Traffic Sign Obstructions:

- a. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
 - i. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadway.
 - ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - iii. Lion tailing will not be allowed.
- b. Remove dead branches at the point of attachment; >1" in diameter
- c. Provide fourteen feet (14') overhead clearance at roadsides.
- d. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
- e. Prune to clear line of sight to traffic signs (stop sign, speed limit sign, etc.) and follow Table A1 for required sight distance.
- f. Prune to clear line of sight for traffic signal heads and follow Table A2 for required sight distance.
- g. Balance Tree on road- and sidewalk side

Table A1: Required Traffic Sign Sight Distance as a function of speed

Speed* (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
75	820

* Posted speed, off peak 85th percentile speed prior to work starting, or the anticipated operating speed

Table A2: Required Traffic Signal Head Distance as a function of speed

85th Percentile Speed (mph)	Minimum Sight Distance (ft)
20	175
25	215
30	270
35	325
40	390
45	460
50	540
55	625
60	715

8. Emergency Services & Response:

- a. The contractor shall be required to provide emergency response with a 3-4 person crew for hanging limbs, hazardous, wind damaged or downed trees. This may include day, night, weekends, holidays and during storms. The contractor will be given specific locations and the work to be done at each location via telephone from a City authorized representative. The contractor shall be required to start the work indicated within sixty (60) minutes of the initial phone call and report back to the City representative upon completion of the work specified. Before and after pictures for documentation shall be taken by the contractor.
- b. The contractor is required to provide a 24 hour emergency phone number and names of two (2) contact individuals within one (1) week of contract award. Should the phone number or contact person change during the course of the contract the contractor is required to inform the City immediately.
- c. The contractor shall be required to provide all traffic control required during emergency response operations. Staff that performs traffic control operations must be traffic control certified. No work shall be performed on trees affected by high voltage lines. Should the work involve high voltage lines the contractor shall be required to notify the responsible utility company to shut down the line or take any other necessary actions to allow work to be performed safely.

9. Removal of Stumps and Stump Grinding:

- a. All stumps must be removed to at least eighteen inches (18") below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The contractor shall grind the stump to a minimum of five feet (5') either side or five feet (5') radius of the outer circumference of the stump and grind until no surface roots are longer encountered.
- b. All tree stumps shall be measured four inches (4") above finish grade level to determine its size.
- c. Stumps should be cut low enough to the ground where grinding can be performed safely. No stumps shall be higher than four (4") inches.
- d. Existing stumps need to be marked immediately after tree removal with orange cones and yellow caution tape until the stumps have been completely removed and backfilled to prevent tripping hazards.
- e. All stump grinding locations shall be called in to the Underground Service Alert (USA) for locating underground utilities. The locations shall have cleared by USA prior to stump grinding.
- f. Stump grinding needs to be performed within 10 business days of UAA clearance.
- g. All stumps shall be backfilled and compacted with premium screened topsoil, two inches (2") above grade to prevent settling.
- h. No stump grinding debris such as shavings or wood fibers shall remain on site. The stump grinding debris shall not be used to backfill the grinding hole.

10. Tree Planting & Planting stock:

- a. Tree planting and planting stock shall be performed according to the current City of Roseville Parks, Recreation & Libraries Parks Design & Construction.
- b. All planted trees shall be watered in after planting.

D. Standard Requirements: section 11-15:

11. Traffic Control:

- a. All Tree Pruning, Tree Maintenance and emergency response work shall include proper Traffic Control which shall conform to the California MUTCD 2010 Edition.
- b. A written Traffic Control Plan (TCP) shall be submitted to the City's Traffic Engineering Department for approval seven (7) days prior to starting work.
- c. Only after the TCP has been approved and stamped by the City's Traffic Engineer traffic control can be set up.

12. Resident Notification:

- a. No parking signs shall be posted at least 2 days in advance to assure that no cars are blocking access to trees that need to be pruned.
- b. Residents must be informed via door knocker at least 14 days in advance that routine cycle pruning, grid pruning will take place.
- c. Residents must be informed via doorknocker for specialty pruning or tree removal at least 48hrs prior to work performed.
- d. If a tree is getting skipped for pruning due to parked cars the contractor shall come back at a later time when no car is parked there and prune the tree at unit price.
- e. Contractor must use City of Roseville door knocker template and content.

13. Tree stake and tree tie removal and repair:

- a. The contractor shall be required to remove tree stakes and tree ties that are no longer needed for support or replace broken tree stakes and tree ties during routine cycle or specialty pruning.
- b. Stakes and tie replacement shall be replaced according to current City of Roseville Parks, Recreation & Libraries Parks Design & Construction.

14. Wood chips/throughput tracking:

- a. Contractor shall be required to track on a daily basis the amount of wood chips generated (throughput through chipper) by quantity in cubic yards and location.

15. Tree Removal/Before and After Pictures:

- a. Contractor shall be required to take before and after pictures for public justification. The before pictures should show the entire tree and the specific defect(s).
- b. When the tree has been removed the branch, trunk or decay pocket with the defect shall be dissected/sliced open and pictures shall be taken depicting the cross section of the defect (after pictures).
- c. The contractor shall attach the before and after picture to the specific tree ID number and update the history in the asset management software.

EXHIBIT F
INSTALLATION AND MAINTENANCE OBLIGATIONS

BLUE OAKS CORRIDOR LANDSCAPING

Landscape Area	Located on Parcel	Area	Property Owner	Obligations			Estimated Annual Landscape Maintenance Cost
				Landscape Installation	Landscape Maintenance Funding	Landscape Maintenance Operations	
North of Blue Oaks Blvd (North Areas)							
1	CSP Parcel C-70 Commercial	31,436 sf	Anthem	Anthem	Anthem	Anthem	\$9,714
2	CSP Parcel C-43 HDR	6,923 sf	Anthem	Anthem	Anthem	Anthem	\$2,351
3	CSP Parcel C-83 P/QP – Recycling CSP Parcel C-84 P/QP – Well Site	7,839 sf	Anthem	Anthem	Anthem	Anthem	\$2,627
4	CSP Parcel C-54 Open Space	6,507 sf	Anthem	Anthem	Anthem	Anthem	\$3,112
South of Blue Oaks Blvd (South Areas)							
A	WRSP Parcel W-30 Commercial	1,864 sf	City	Anthem	Anthem	Anthem	\$2,324
B	Infill Parcel 213 Existing kennel, future comm	3,110 sf	City	Anthem	Anthem	Anthem	\$2,800
C	Infill Parcel 372 Parcel north of REP	3,273 sf	City	Anthem	Anthem	Anthem	\$3,920
D	Infill Parcel 372 Parcel north of REP	10,272 sf	City	Anthem	Anthem	Anthem	\$3,500



COUNCIL COMMUNICATION

CC #: 1038
File #: 0800-03

Title: International Swaps and Derivatives Association - Master Agreement with Gas & Power Annexes
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute:

- International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreement with Gas and Power Annexes with Citigroup Energy Inc. ("Citigroup").
- International Energy Credit Association's ("IECA") Amendment Adopting, Incorporating, and Amending the ISDA August 2012 Dodd-Frank Supplement and 2013 Dodd-Frank Supplement ("IECA Amendments") with Citigroup.

BACKGROUND

Council approved updated Electric Utility Risk Management Policies in February 2020. As part of those policies, Roseville Electric is required to limit the cost exposure of providing electricity over a three-year period by purchasing specific amounts of fixed price energy as either electricity or natural gas.

Roseville Electric has historically used financial swaps to hedge natural gas and electricity market price risk. ISDA agreements provide an industry standard contractual framework for executing financial transactions for electricity and natural gas, and provide significant credit and other protections to the City. The Citigroup ISDA agreement includes a Gas Annex and a Power Annex, facilitating physical gas and physical electricity contracts, and consolidates credit support for those transactions under the terms of the ISDA agreement. Roseville Electric has ISDA agreements in place with a number of counterparties. Citigroup is a new counterparty and is expected to offer competitive prices in physical and financial gas and electricity.

In 2013 the Commodity Futures Trading Commission created new rules governing swap trading under the Dodd-Frank Act. The rules require counterparties trading swaps to make certain representations and establish additional terms and conditions for their transactions. To facilitate

this process, the IECA Amendments were created and used since 2013 by City of Roseville and its counterparties.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the ISDA agreement with Gas Annex and Power Annex as it is only an enabling agreement. There are no transactions currently pending under the proposed ISDA agreement. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The ISDA agreement with Gas Annex and Power Annex meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-397

ISDA 2002 Master Agreement

Amendment Citigroup ISDA August 2012 DF Supplement

Amendment Citigroup ISDA March 2013 DF Supplement

RESOLUTION NO. 20-397

APPROVING (1) AN INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC. ("ISDA") MASTER AGREEMENT WITH GAS AND POWER ANNEXES WITH CITIGROUP ENERGY, INC. ("CITYGROUP") AND (2) THE INTERNATIONAL ENERGY CREDIT ASSOCIATION'S ("IECA") AMENDMENT ADOPTING, INCORPORATING, AND AMENDING THE ISDA AUGUST 2012 DODD-FRANK SUPPLEMENT AND 2013 DODD-FRANK SUPPLEMENT ("IECA AMENDMENTS") WITH CITIGROUP, BY AND BETWEEN THE CITY OF ROSEVILLE AND CITIGROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, International Swaps and Derivatives Association ("ISDA") agreements provide an industry standard contractual framework for executing financial transactions for electricity and natural gas, and provide significant credit and other protections to the City; and

WHEREAS, the Citigroup ISDA agreement includes a Gas Annex and a Power Annex, facilitating physical gas and physical electricity contracts, and consolidates credit support for those transactions under the terms of the ISDA agreement; and

WHEREAS, in 2013 the Commodity Futures Trading Commission (CFTC) created new rules governing swap trading under the Dodd-Frank Act; and

WHEREAS, the CFTC rules require counterparties trading swaps to make certain representations and establish additional terms and conditions for their transactions, as described in the International Energy Credit Association's Amendment adopting, incorporating, and amending the ISDA August 2012 Dodd-Frank Supplement and 2013 Dodd-Frank Supplement ("IECA Amendments"), by and between the City of Roseville and Citigroup Energy, Inc; and

WHEREAS, the ISDA Master Agreement with Gas and Power Annexes, and the IECA Amendments, both by and between the City of Roseville and Citigroup Energy, Inc., have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the ISDA Master Agreement with Gas and Power Annexes, and the IECA Amendments, both by and between the City of Roseville and Citigroup Energy, Inc., are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



2002 MASTER AGREEMENT

dated as of August 21, 2020

CITIGROUP ENERGY INC. and CITY OF ROSEVILLE

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this 2002 Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this "Master Agreement".

Accordingly, the parties agree as follows:—

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting of Payments.** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) **Deduction or Withholding for Tax.**

(i) **Gross-Up.** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

- (1) promptly notify the other party ("Y") of such requirement;
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) **Liability.** If:—

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. Representations

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any “Additional Representation” is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) **Basic Representations.**

(i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
 - (v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- (b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.
- (c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.
- (d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.
- (e) **Payer Tax Representation.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.
- (f) **Payee Tax Representations.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.
- (g) **No Agency.** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

- (a) **Furnish Specified Information.** It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:—
- (i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;
 - (ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply With Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) **Tax Agreement.** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) **Payment of Stamp Tax.** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction"), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an "Event of Default") with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) **Breach of Agreement; Repudiation of Agreement.**

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any

Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) ***Misrepresentation.*** A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default Under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross-Default.** If "Cross-Default" is specified in the Schedule as applying to the party, the occurrence or existence of:—

(1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) ***Merger Without Assumption.*** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution:—

- (1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) ***Termination Events.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:—

(i) ***Illegality.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):—

- (1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or
- (2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit Support Document or to comply with any other material provision of such Credit Support Document;

(ii) ***Force Majeure Event.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:—

- (1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or

impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) **Tax Event.** Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iv) **Tax Event Upon Merger.** The party (the "Burdened Party") on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganising, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A "Designated Event" with respect to X means that:—

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the

date of this Master Agreement) to, or reorganises, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) **Additional Termination Event.** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) ***Hierarchy of Events.***

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) ***Deferral of Payments and Deliveries During Waiting Period.*** If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:—

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) ***Inability of Head or Home Office to Perform Obligations of Branch.*** If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party's head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or

compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. Early Termination; Close-Out Netting

(a) ***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) ***Right to Terminate Following Termination Event.***

(i) ***Notice.*** If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) ***Transfer to Avoid Termination Event.*** If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) ***Two Affected Parties.*** If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) ***Right to Terminate.***

(1) If:—

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2) following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) ***Calculations; Payment Date.***

(i) ***Statement.*** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (I) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) ***Payment Date.*** An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the "Early Termination Amount") will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) ***Termination Events.*** If the Early Termination Date results from a Termination Event:—

(1) ***One Affected Party.*** Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) ***Two Affected Parties.*** Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party "X") and the lower amount so determined (by party "Y") and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) *Mid-Market Events.* If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) *Adjustment for Bankruptcy.* In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) *Adjustment for Illegality or Force Majeure Event.* The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) *Pre-Estimate.* The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) *Set-Off.* Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non-defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. Transfer

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

- (a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and
- (b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section 7 will be void.

8. Contractual Currency

(a) **Payment in the Contractual Currency.** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) **Judgments.** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is able, acting in good faith and using

commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) **Separate Indemnities.** To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) **Evidence of Loss.** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) **Amendments.** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) Counterparts and Confirmations.

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) ***Interest and Compensation.***

(i) ***Prior to Early Termination.*** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) ***Interest on Defaulted Payments.*** If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) ***Compensation for Defaulted Deliveries.*** If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) ***Interest on Deferred Payments.*** If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event

continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) *Compensation for Deferred Deliveries.* If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired,

the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) *Early Termination.* Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) *Unpaid Amounts.* For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) *Interest on Early Termination Amounts.* If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) *Interest Calculation.* Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organisation, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries with respect to a Transaction through any Office listed in respect of that party in the Schedule (but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. Expenses

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;
- (v) if sent by electronic messaging system, on the date it is received; or

- (vi) if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

- (b) **Change of Details.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

- (a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

- (b) **Jurisdiction.** With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:—

- (i) submits:—

(1) if this Agreement is expressed to be governed by English law, to (A) the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court; or

(2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

- (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

- (iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

- (c) **Service of Process.** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

- (d) **Waiver of Immunities.** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

“Additional Representation” has the meaning specified in Section 3.

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Agreement” has the meaning specified in Section 1(c).

“Applicable Close-out Rate” means:—

- (a) in respect of the determination of an Unpaid Amount:—
 - (i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;
 - (ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;
 - (iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and
 - (iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and
- (b) in respect of an Early Termination Amount:—
 - (i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:—
 - (1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;
 - (2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and
 - (3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

- (1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;
- (2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;
- (3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and
- (4) in all other cases, the Termination Rate.

“Applicable Deferral Rate” means:—

- (a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;
- (b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and
- (c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

“Automatic Early Termination” has the meaning specified in Section 6(a).

“Burdened Party” has the meaning specified in Section 5(b)(iv).

“Change in Tax Law” means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

“Close-out Amount” means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in

Section 2(a)(iii)) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

- (i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;
- (ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or
- (iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

- (1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

"Confirmation" has the meaning specified in the preamble.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Contractual Currency" has the meaning specified in Section 8(a).

"Convention Court" means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Cross-Default" means the event specified in Section 5(a)(vi).

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Designated Event" has the meaning specified in Section 5(b)(v).

"Determining Party" means the party determining a Close-out Amount.

"Early Termination Amount" has the meaning specified in Section 6(e).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iv).

"electronic messages" does not include e-mails but does include documents expressed in markup languages, and **"electronic messaging system"** will be construed accordingly.

"English law" means the law of England and Wales, and **"English"** will be construed accordingly.

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Force Majeure Event" has the meaning specified in Section 5(b).

"General Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

"Illegality" has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority), and ***“unlawful”*** will be construed accordingly.

“Local Business Day” means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognised principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

“Local Delivery Day” means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

“Master Agreement” has the meaning specified in the preamble.

“Merger Without Assumption” means the event specified in Section 5(a)(viii).

“Multiple Transaction Payment Netting” has the meaning specified in Section 2(c).

“Non-affected Party” means, so long as there is only one Affected Party, the other party.

“Non-default Rate” means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Other Amounts” has the meaning specified in Section 6(f).

"Payee" has the meaning specified in Section 6(f).

"Payer" has the meaning specified in Section 6(f).

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Proceedings" has the meaning specified in Section 13(b).

"Process Agent" has the meaning specified in the Schedule.

"rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

"Relevant Jurisdiction" means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

"Schedule" has the meaning specified in the preamble.

"Scheduled Settlement Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Stamp Tax" means any stamp, registration, documentation or similar tax.

"Stamp Tax Jurisdiction" has the meaning specified in Section 4(e).

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" has the meaning specified in Section 5(b).

"Tax Event Upon Merger" has the meaning specified in Section 5(b).

"Terminated Transactions" means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

"Termination Currency" means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

"Termination Currency Equivalent" means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

"Termination Event" means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Threshold Amount" means the amount, if any, specified as such in the Schedule.

"Transaction" has the meaning specified in the preamble.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other

compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2), as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

“Waiting Period” means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

CITIGROUP ENERGY INC.

(Name of Party)

CITY OF ROSEVILLE

(Name of Party)

DocuSigned by:

Jeffrey A. Gollomp

By:31035F700480421.....

Name: Jeffrey A. Gollomp

Title: Director

Date: 08/28/20

By:

Name:

Title: City Manager

Date:

SCHEDULE
to the
ISDA 2002 Master Agreement
dated as of August 21, 2020,

between

CITIGROUP ENERGY INC.,
a corporation organized and existing
under the laws of the State of Delaware
("Party A")

and

CITY OF ROSEVILLE,
a municipal corporation created
under the laws of the State of
California
("Party B")

Part 1
Termination Provisions

In this Agreement:

- (a) **"Specified Entity"** means in relation to Party A, for the purpose of:

Section 5(a)(v), Citigroup Global Markets Limited, Citigroup Global Markets Inc., Citigroup Global Markets Commercial Corp., Citicorp Securities Services, Inc., Citibank Europe PLC, Citigroup Global Markets Europe AG, Citibank, N.A., Citibank Japan Ltd., Citibank Canada, Citigroup Commodities Canada ULC, and Citigroup Financial Products Inc. (each, individually a "Section 5(a)(v) Affiliate");
Section 5(a)(vi), not applicable;
Section 5(a)(vii), not applicable;
Section 5(b)(iv), not applicable;

and in relation to Party B, for the purpose of:

Section 5(a)(v), Any Affiliate;
Section 5(a)(vi), not applicable;
Section 5(a)(vii), not applicable;
Section 5(b)(iv), not applicable.

(b) **"Specified Transaction"** will have the meaning specified in Section 14 of this Agreement. For purposes of clause (c) of such definition, Specified Transaction includes any securities options, margin loans, short sales, any agreement governing the purchase, sale, transfer, exchange or option of a commodity, or any other commodity trading transaction and any other similar transaction now existing or hereafter entered into between Party A (or any Credit Support Provider of Party A or any Section 5(a)(v) Affiliate of Party A) and Party B (or any Credit Support Provider of Party B or any Affiliate of Party B). For this purpose, "commodity" means any tangible or intangible commodity of any type or description, including without limitation power, natural gas, petroleum (and the products and by-products thereof), emissions allowances, precious metals and coal.

(c) The **"Cross Default"** provisions of Section 5(a)(vi) of this Agreement will apply to Party A and will apply to Party B as modified by adding, immediately prior to the semicolon at the end thereof, the following:

“provided, however, that is shall not constitute an Event of Default under either Section 5(a)(vi)(1) or (2) if (a) the event or condition referred to in Section 5(a)(vi)(1) or the failure to pay referred to in Section 5(a)(vi)(2) arises in the ordinary cause of business by mistake, oversight, or transfer difficulties and (b) such event of default or failure to pay is remedied on or before the third Business Day following the error or failure being discovered.”

In addition, Section 5(a)(vi) is hereby amended by deletion of the words “, or becoming capable at such time of being declared,” from clause (1) of such provision.

For purposes of Section 5(a)(vi), the following provisions apply:

“**Specified Indebtedness**” shall have the meaning set forth in Section 14 of this Agreement.

“**Threshold Amount**” means:

- (i) with respect to Party A, 2% of the stockholders’ equity of Party A’s Credit Support Provider; and
- (ii) with respect to Party B, \$50,000,000; and

Threshold Amount includes the U.S. Dollar equivalent on the date of any default, event of default or other similar condition or event of any obligation stated in any other currency.

For purposes of the above, stockholders’ equity shall be determined by reference to the relevant party’s most recent consolidated (quarterly, in the case of a U.S. incorporated party) balance sheet and shall include, in the case of a U.S. incorporated party, legal capital, paid-in capital, retained earnings and cumulative translation adjustments. Such balance sheet shall be prepared in accordance with accounting principles that are generally accepted in such party’s country of organization.

(d) Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:

“(6)(A) seeks or becomes subject to the appointment of any administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of Party B, any Credit Support Provider of Party B or applicable Specified Entity of Party B, (i) there shall be appointed or designated with respect to it, any entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (ii) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;”

Without limiting the applicability of any other provision of the U.S. Bankruptcy Code, as amended (the “Bankruptcy Code”, including without limitation Sections 362, 546, 556 and 560 thereof and the applicable definitions in Section 101 thereof), it is the intention of the parties that all Transactions entered into hereunder will constitute “forward contracts” or “swap agreements” as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that any margin or collateral provided under any margin, collateral, security or similar agreement related hereto will constitute a “margin payment” as defined in Section 101 of the Bankruptcy Code, and that the parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556 and 560 of the Bankruptcy Code.

(e) Section 5(a)(viii) is hereby amended to read in its entirety as follows:

“(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, with respect to Party B, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or power and duties granted to, Party B or any Credit Support Provider of Party B) and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, incorporation, reincorporation, or reconstitution or succession:

- (1) the resulting, reorganized, reincorporated, reconstituted, surviving, transferee, or successor entity (the “Resulting Entity”) fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party whether by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such Resulting Entity of its obligations under this Agreement.”

(f) The “**Credit Event Upon Merger**” provisions of Section 5(b)(v) of this Agreement will apply to Party A and its Credit Support Provider and will apply to Party B and its Credit Support Provider; provided however, that the phrase “materially weaker” means (i) the unsecured, senior, long-term indebtedness of the resulting, surviving or transferee entity is rated less than, or equal to, BBB- by S&P or less than, or equal to, Baa3 by Moody’s. “Moody’s” and “S&P” shall have the meanings ascribed to such terms in the Credit Support Annex.

(g) The “**Automatic Early Termination**” provisions of Section 6(a) of this Agreement will not apply to Party A and will not apply to Party B; *provided, however*, that with respect to a party, where the Event of Default specified in Section 5(a)(vii)(1), (3), (4), (5), (6) or to the extent analogous thereto, (8) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination provisions of Section 6(a) will apply to such party.

(h) “**Termination Currency**” means United States Dollars.

(i) “**Additional Termination Event**” provisions of Section 5(b)(v) will apply with respect to both parties and is defined as the decline in the credit rating of a party or, if the Party is not rated, its Credit Support Provider, below investment grade; that is, below BBB- by S&P, or below Baa3 by Moody’s Investor Service, Inc.

(j) **Termination Events.** Section 5(b)(v) of this Agreement is hereby amended to read in its entirety as follows:

“(v) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if X is a Party B, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X, any Credit Support Provider of X or any Specified Entity of X) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving, transferee or successor entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or”

Part 2 Tax Representations

(a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, Party A will make the following representation and Party B will make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 6(d)(ii), 6(e), 6(f) or 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or documents under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement, Party A and Party B make the representations specified below, if any:

The following representation will apply to Party A:

It is a corporation organized under the laws of the State of Delaware and its U.S. taxpayer identification number is 27-0069674. It is "exempt" within the meaning of Treasury Regulation sections 1.6041-3(p) and 1.6049-4(c) from information reporting on Form 1099 and backup withholding.

The following representation will apply to Party B:

It is a municipal corporation organized under the laws of the State of California and is a resident of the United States of America and its U.S. taxpayer identification number is 94-6000409.

Part 3 Agreement to Deliver Documents

For the purpose of Section 4(a) of this Agreement:

(a) Tax forms, documents or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A and Party B	As required under Section 4(a)(iii) of this Agreement, IRS Form W-9, IRS Form W-8BEN, IRS Form W-8ECI, IRS Form W-8EXP and/or IRS Form W-8IMY, whichever is relevant.	Promptly upon execution of this Agreement.

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d)
Applicable for Physically-Settled Commodity Transactions	Applicable for Physically-Settled Commodity Transactions	Applicable for Physically-Settled Commodity Transactions	Applicable for Physically-Settled Commodity Transactions

Party A and Party B	Certificates, documents or other evidence sufficient to confirm the sales tax exempt status of such party for each jurisdiction in which the purchase, sale and/or delivery of any physical commodity takes place under this Agreement, such that the other party will bear no obligation in relation to such purchase, sale and/or delivery for charging, collecting or remitting sales, use or other excise taxes to any local, municipal, state or federal taxing authority or agency.	As applicable, within ten (10) Local Business Days of the receipt of a written request by one party from the other party, which written request shall be delivered in accordance with the provisions of Section 12 of this Agreement.	Yes
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(b) Other documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d)
Party A and Party B	Evidence reasonably satisfactory to the other party of the (i) authority of such party and its Credit Support Provider, if any, to enter into this Agreement, and Credit Support Documents and any Transactions and (ii) the authority and genuine signature of the individual signing this Agreement and any Credit Support Document on behalf of such party to execute the same.	Upon execution of this Agreement and, if requested by the other party, as soon as practicable after execution of any Confirmation of any Transaction.	Yes
Party B	Copies of its energy risk policies, guideline or similar document.	Upon execution of this Agreement.	Yes
Party B	Legal opinion in the form of Attachment C attached.	Upon execution of this Agreement.	No
Party A and Party B	Credit Support Documents.	Upon execution of this Agreement.	Yes

Party A and Party B	The party's annual report containing audited consolidated financial statements prepared in accordance with accounting principles that are generally accepted in such party's country of organization and certified by independent certified public accountants for each fiscal year, <i>provided</i> that, in the case of Party A, the annual report will be that of Party A's Credit Support Provider.	If requested by the other party, as soon as available and in any event within 120 days (or as soon as practicable after becoming publicly available) after the end of each of its or of its Credit Support Provider's, as applicable, fiscal years if such financial statement is not available on "EDGAR" or a party's, or its Credit Support Provider's, as applicable, home page on the World Wide Web at www.citigroup.com (which may be in the notes to the financial statements for Citigroup Inc.) for Party A and at http://www.roseville.ca.us/ for Party B.	Yes
Party A	Party A's Credit Support Provider's unaudited consolidated financial statements, the consolidated balance sheet and related statements of income for each fiscal year, prepared in accordance with generally accepted accounting principles in the country in which such party is organized.	If requested by the other party, as soon as available and in any event within 60 days (or as soon as practicable after becoming publicly available) after the end of each of its or its Credit Support Provider's, as applicable, fiscal quarters if such financial statement is not available on "EDGAR" or its Credit Support Provider's home page on the World Wide Web at www.citigroup.com (which may be in the notes to the financial statements for Citigroup Inc.) for Party A.	Yes

Part 4
Miscellaneous

(a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

Address: Citigroup Energy Inc.
2800 Post Oak Blvd., Suite 500
Houston, Texas 77056
Attention: Legal Department
Telephone No.: (713) 752-5200
Facsimile No.: (713) 752-5244

(For all purposes)

In addition, in the case of notices or communications relating to Section 5, 6, 11 or 13 of this Agreement, a second copy of any such notice or communication shall be addressed to the attention of Party A's legal department as follows:

Address: Legal Department
388 Greenwich Street
17th Floor
New York, New York 10013
Attention: Senior Deputy General Counsel, Citi Markets and Banking
Facsimile No.: (212) 816-5550

Address for notices or communications to Party B:

Address: City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attention: Utility Director
Telephone No.: 916-774-5602
Facsimile No.: 916-774-5583

In addition, in the event this Agreement includes terms for physically-settled Commodity Transactions, the notices or communications information for Party A and Party B shall be as set forth in Part 7 hereto and such notices and communications information shall relate solely to such Transactions.

(b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: None.

Party B appoints as its Process Agent: None.

(c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(e) **Calculation Agent.** The Calculation Agent will be Party A unless otherwise specified in a Confirmation in reference to the relevant Transaction; provided, however, if Party A is the Defaulting Party, the Calculation Agent shall be Party B (or any designated third party mutually agreed to by the parties) until such time as Party A is no longer a Defaulting Party. All calculations made by the Calculation Agent may be independently confirmed by the other Party at its sole discretion. In the event that the Parties' initial calculations are inconsistent and the amount owed disputed, the undisputed amount will be paid when due by the relevant party. The parties shall endeavor to resolve any such dispute in good faith. If the parties are unable to resolve such dispute within a commercially reasonable time not to exceed two (2) Local Business Days, the parties shall mutually select an independent dealer in the applicable commodity to act as Calculation Agent with respect to the issue in dispute. Any costs incurred pursuant to such appoint will be equally shared by Party A and Party B.

(f) **Credit Support Document.** The Credit Support Documents are: (i) the Credit Support Annex and Paragraph 13 thereto; (ii) the guarantee by Citigroup Global Markets Holdings Inc. in favor of Party B as beneficiary thereof in the form attached hereto as Exhibit A; and (iii) any other document, which by its terms, secures, guarantees or otherwise supports a party's obligations under this Agreement.

(g) **Credit Support Provider.** The Credit Support Provider for Party A is Citigroup Global Markets Holdings Inc. The Credit Support Provider for Party B is not applicable.

(h) **Governing Law.** In regard to Section 13(a), the parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine (except Section 5-1401 of the New York General Obligations Law).

(i) **Jurisdiction.** Section 13(b)(i) of the Agreement is hereby amended by deleting in line 2 of subparagraph (2) the word "non-" and by deleting paragraph (iii) thereof. The following shall be added at the end of Section 13(b): "Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction."

(j) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

(k) **Representations.**

(i) The introductory clause of Section 3 of this Agreement is hereby amended to add the following language at the end thereof:

"In addition, each party also represents that, in the case of the representations contained in Section 3(a) and 3(e), such representations will be deemed to be repeated to each party on each date on which a Transactions is entered into and at all times until the termination of this Agreement):"

(ii) Section 3(a)(ii) of this Agreement is hereby amended to read in its entirety as follows:

"(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;"

(iii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:

"(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Party B) or Termination Event with

respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

(iv) Section 3(c) of this Agreement is hereby amended by: (i) adding in the second line thereof after the word “governmental” the words “or regulatory” and (ii) adding the words “in any material respect” immediately prior to the end of the section.

(l) **Additional Representation** will apply. For purposes of Section 3 of this Agreement, the following will constitute an Additional Representation:

“(h) **Standardization, Creditworthiness, and Transferability.** The economic terms of this Agreement, any Credit Support Document and each Transaction have been individually tailored and negotiated by each party. Each party has received and reviewed financial information concerning the other party and has had a reasonable opportunity to ask questions of and receive answers and information from the other party concerning such other party, this Agreement, such Credit Support Document, and such Transaction. The creditworthiness of the other party was a material consideration to each Party in entering into or determining the terms of this Agreement, such Credit Support Document and such Transaction. The transferability of this Agreement, such Credit Support Document, and such Transaction is restricted as provided herein and therein.

(i) **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(1) **No Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. It has not received from the other party any assurance or guarantee as to the expected results of that Transaction.

(2) **Evaluation and Understanding.** It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.

(3) **Status of Parties.** The other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction.

(j) **Eligible Contract Participant.** At the time of each Transaction entered into under this Agreement, each of Party A and Party B represents to the other that it is an eligible contract participant as defined in Section 1a(18) of the U.S. Commodity Exchange Act (“CEA”) and CFTC Regulations promulgated thereunder (an “ECP”).

(k) **Commodity Trade Option.** With respect to each Transaction that is a Commodity Trade Option, as of the date the Transaction is entered into:

(1) The party that is the offeree represents that: (i) it is a producer, processor, commercial user of, or merchant handling, the commodity that is the subject of the Commodity Trade Option, or the products or byproducts thereof; (ii) it is entering into the Commodity Trade Option solely for purposes related to its business as such; and

(2) Each party represents to the other that the Commodity Trade Option, if exercised, contains a binding obligation that results in the sale of the specified nonfinancial commodity for immediate or deferred shipment or delivery.

“Commodity Trade Option” means a commodity option (as that term is defined in CFTC Regulation 1.3(hh)) entered into pursuant to CFTC Regulation 32.3(a).

(l) **No Employee Benefit Assets.** The assets that are used, directly or indirectly, in connection with the execution, delivery and performance of this Agreement and the Transactions entered into pursuant hereto are legally and beneficially owned by such party and are not held by it, directly or indirectly, for the benefit of or under any form of any employee benefit or other plan, trust plan, pension plan, individual retirement accounts or other type of similar plans.”

(m) **Additional Representations of Party B.** For the purpose of Section 3 of the Agreement, Party B hereby further represents and warrants to Party A (which representations will be deemed to be repeated by Party B at all times until the termination of this Agreement and any Transactions) that:

(i) **Governmental Entity or Public Power System Security.** With respect to each Transaction, Governmental Entity or Public Power System shall either (i) have created and set aside a Special Fund or (ii) upon execution of this Agreement and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any Delivery Period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this Agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Agreement is in effect and, notwithstanding anything to the contrary in Article Four, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to the Special Fund or its general funds a revenue base that is adequate to cover Public Power System’s payment obligations hereunder throughout the entire Delivery Period.

(ii) **Non-Speculation.** This Agreement and each Transaction has been and will be, entered into not for the purpose of speculation but solely in connection with the financing activities of Party B, including, without limitation, increasing the predictability of cash flow, including earnings on invested funds, and otherwise improving Party B’s ability to manage its funds and revenues.

(iii) **No Immunity.** Governmental Entity or Public Power System warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or

after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any suit, action or proceedings relating to this Agreement in the courts of any jurisdiction, and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.

(iv) **Legal Investment.** This Agreement and each Transaction hereunder do not constitute any kind of investment by Party B that is proscribed by any constitution, charter, law, rule, regulation, investment guideline, restriction or policy, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property or revenues is subject.

(v) **Organization.** Party B is a state or political subdivision thereof, or an instrumentality, agency or department of either of the foregoing.

(vi) **Investment Policies.** It has clear investment policies, its personnel are fully trained in and knowledgeable of such investment policies, and such investment policies are subject to regular reviews.

(vii) **"Dodd-Frank Margin Application.** Party B is not a financial end user as defined in the Margin Requirements. For purposes of the foregoing, the term "Margin Requirements" means the Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants; Final Rule adopted by the Commodity Futures Trading Commission, published at 81 FR 636 (January 6, 2016) Section 23.151."

(viii) Party B has the capacity and authority to enter into this Agreement and any Transaction hereunder pursuant to the Roseville Charter and the Energy Trading Authority Policy ("Policy"), each as may be amended from time to time.

(ix) Each Transaction under this Agreement is entered into in accordance with, and is authorized by, the Policy and the Energy Hedge Policy, each as may be amended from time to time.

(x) With respect to any Transaction under the Agreement:

1. Any purchase of physical power by Party B shall be used to serve load above what is expected to be generated or purchased from existing resources;
2. Any purchases of natural gas by Party B shall be used to fuel Party B's facilities;
3. Any sale of physical power by Party B shall be in excess of Party B's load requirements;
4. Any sale of natural gas by Party B shall be made only where more economic energy is available for purchase by Party B;
5. All financially-settled power and natural gas Transactions entered into by Party B under this Agreement are for the sole purpose of hedging and portfolio optimization, and not for speculative purposes; and

6. The aggregate net amount of all authorized transactions permitted under the Policy do not exceed the limits specific therein, as may be amended from time to time.

(m) **Agreements.**

- (i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:

“Each party agrees with the other (or, in the case of Section 4(f), (g) and (h), Party B agrees with Party A) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:”

- (ii) Section 4 of this Agreement is hereby amended by adding the following subsections “(f)”, “(g)” and “(h)” thereto:

(f) **Notice of Incipient Illegality.** If an Incipient Illegality occurs, the Party B will, promptly upon becoming aware of it, notify Party A, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as Party A may reasonably require.

(g) **Security and Source of Payment of Party B’s Obligations.** The Obligation of Party B is an operating expense of the utility, payable from operating and other legally available revenues.

(h) **Nature of Obligations.** The obligations of Party B to make payments to Party A under this Agreement and each Transaction (1) are not subject to appropriation or similar action and (2) do not (A) constitute any kind of indebtedness of Party B or (B) create any kind of lien on or security interest in any property or revenues of Party B which, in either case (A) or (B), is proscribed by any constitution, charter, law, rule, regulation, investment guideline, restriction or policy, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property or revenues is subject.

- (n) **Netting of Payments.** For Scheduled Settlement Dates, with regard to payments due on that date, Multiple Transaction Payment Netting will apply to the following groups of Transactions, each of which shall be treated separately for purposes of payment netting and each of which shall be netted on a Commodity by Commodity basis, to the extent operationally feasible:

- (i) physically settled Commodity Transactions, excluding Option Transactions;
- (ii) Commodity Option Transactions; and
- (iii) financially-settled Commodity Transactions other than Option Transactions. If a party wishes to net payments across any of these groups of Transactions and/or payments with respect to other types of Transactions on a particular date, either party may notify the other in writing, not less than one Local Business Day in advance of one or more Scheduled Settlement Dates, that with regard to payments due on that date, Multiple Transaction Payment Netting will apply. Except to the extent that such advance written notice shall have been given, Multiple Transaction Payment Netting will not apply for purposes of Section 2(c) of this Agreement with respect to such other Transactions.

The starting date for the election commences upon entering the first Transaction under the Agreement with respect to any of the above groups of Transactions.

Part 5 Other Provisions

(a) **Single Agreement.** The phrase "(evidencing Transactions heretofore or hereafter entered into between Party A and Party B)" is hereby added after the word "Confirmations" in Section 1(c).

(b) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows:

“(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.”

(c) **Change of Account.** Section 2(b) of the Agreement is hereby amended by adding the following provision at the end thereof: "provided that, such new account shall be in the same legal and tax jurisdiction as the account prior to any such change."

(d) **Accuracy of Specified Information.** Section 3(d) of this Agreement is hereby amended by adding in the third line thereof after the word "respect" and before the period the words "or, in the case of audited or unaudited financial statements, a presentation of the financial condition of the relevant party in accordance with generally accepted accounting principles, consistently applied."

(e) **Transfer.** The consent referred to in Section 7 shall not (after consideration of any tax or other consequences to a party of consenting to such assignment) be unreasonably withheld.

(f) **Confirmation Procedures for Entering into Physically-Settled Transactions.** With respect to physically-settled Transactions only, the parties hereby amend Section 9(e) as follows:

On or promptly following the date on which the parties reach agreement on the terms of a physically-settled Transaction, as contemplated by the first sentence of Section 9(e)(ii), each Party will send the other a Confirmation. The receiving Party will promptly thereafter confirm the accuracy of (in the manner required by Section 9(e)(ii)), or request the correction of, such Confirmation. If any dispute shall arise as to whether an error exists in a Confirmation, the parties shall in good faith make reasonable efforts to resolve the dispute. If a Party fails to accept or dispute the Confirmation in the manner set forth above within five Local Business Days after it was effectively sent, the Confirmation shall be deemed to correctly reflect the parties' agreement on the terms of the Transaction referred to therein, absent manifest error. The requirement of this Section and elsewhere in this Agreement that the parties exchange Confirmations shall for all purposes be deemed satisfied by a Confirmation sent and an acknowledgement deemed given as provided herein."

(g) **Waiver of Right to Trial by Jury.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Credit Support Document.

(h) **Severability.** Except as otherwise provided in Sections 5(b)(i) or 5(b)(ii) of this Agreement, in the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor, in good

faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(i) **Recording of Conversations.** Each party hereto consents to the recording of its telephone conversations relating to this Agreement or any potential Transaction. The parties agree that each may electronically record all telephone conversations between them regarding any Transaction and the terms thereof, with or without the use of a warning tone, and that any such recordings may be submitted in evidence to any court or in any Proceeding for the purpose of establishing the formation or existence of any Transaction and the terms thereof. Each party hereby consents to such recording and agrees to obtain any necessary consent to, and provide notice of such recording to, its personnel.

(j) **Limitation of Liability.** No party shall be required to pay or be liable to the other party for any consequential, indirect or punitive damages, opportunity costs or lost profits.

(k) **2002 Master Agreement Protocol.** The parties agree that the definitions and provisions contained in Annexes 1 to 16 and Section 6 of the 2002 Master Agreement Protocol published by the International Swaps and Derivatives Association, Inc. on July 15, 2003 are incorporated into and apply to this Agreement.

(l) **HIRE Act Protocols.** The parties agree that the definitions and provisions contained in the (x) Attachment to the 2010 Short Form HIRE Act Protocol and (y) the 2015 Section 871(m) Protocol, in each case as published by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to this Agreement as if set forth in full herein.

(m) **Foreign Account Tax Compliance Act.** Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

(n) **Confidentiality.** Each party agrees that this Agreement and all other documents relating to this Agreement and any information provided to it or its Credit Support Provider, if any, in connection therewith will be used only for purposes related to its relationship with the other party and will be kept confidential, subject to the following exceptions:

- (i) as to Affiliates, directors, employees, regulators, counsel, auditors, agents or other advisors of a party to whom it is necessary to show the information for purposes related to its relationship with the other party, each of whom will be required to keep the information that is disclosed in confidence;
- (ii) in any statement or testimony pursuant to a subpoena, summons or order by any court, government body, agency or regulatory authority, or otherwise required by law, order, regulation, ruling or in connection with applicable litigation, provided that the disclosing party notifies, to the extent permissible, the other party of such requirement prior to disclosure and that the disclosing party requests confidential treatment of such confidential information;
- (iii) upon the request or demand of any regulatory or banking authority;

- (iv) as to potential or actual assignees, participants and/or other transfers of an interest in extensions of credit related to any contemplated transaction, but only in connection with assignments or transfers permitted under the terms of Section 7 of this Agreement (such entities will be subject to the same confidentiality provisions as those of the parties hereto);
- (v) as to information about one of the parties that (a) is or becomes generally available to the public other than as a result of a disclosure by the other party or its representatives; (b) becomes available to the other party on a non-confidential basis from a source other than that party or one of its agents or (c) was known to the other party on a non-confidential basis or independently developed by the other party prior to its disclosure to the other party by that party or one of its agents;
- (vi) to a rating agency in connection with such party's credit rating,
- (vii) as required of Party B, as a governmental entity, information to be maintained as a matter of public record;
- (viii) Notwithstanding any other provision of this agreement, upon receipt of a public records or information request pursuant to the California Public Records Act, or any similar act, Party B may, at its sole discretion, disclose confidential information, which does not fall within a statutory exemption (e.g., trade secret information) from disclosure.

A party may disclose any one or more of the commercial terms of a Transaction (other than the name of the other party unless otherwise agreed to in writing by the parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

(o) **Termination Based on Notice.** If no Transaction (or any present or future payment obligations, contingent or otherwise, thereunder) are outstanding under this Agreement, either party may terminate this Agreement upon written notice to the other party.

Additional Definitions. Section 14 of the Agreement is hereby amended by adding the following definition:

"Affiliate" shall have the meaning specified in Section 14 of this Agreement.

"Default Rate" shall be simple interest equal to the U.S. Prime Rate as quoted in the Money Rates section of The Wall Street Journal plus 2% per annum.

"Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Incipient Illegality" means (a) the enactment by any legislative body with competent jurisdiction over Party B of legislation which, if adopted as law, would render unlawful (i) the performance by Party B of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by Party B with any other material provision of this Agreement relating to such Transaction or (ii) the performance by Party B or a Credit Support Provider of Party B, if any, of any contingent or other obligation which Party B (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction, (b) any assertion in any

proceeding, forum or action by a government entity, in respect of Party B or in respect of any entity located or organized under the laws of the state in which Party B is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to Party B or any Credit Support Provider of Party B of any event that constitutes an Illegality.”

“Reference Market-makers” The definition of “Reference Market-makers” in Section 14 is hereby amended by deleting clause (b) thereof.

(p) **Accounts.** If a Confirmation does not state the account to which, or the currency in which, payments are to be made, they shall be made in United States Dollars to the following accounts:

Party A

Payment:	As specified in the relevant Confirmation
For the Account of:	
Account No/CHIPS UID:	
Fed. ABA No.:	

Party B

Payment:	U.S. Bank
For the Account of:	City of Roseville
Account No/CHIPS UID:	153499281092
Fed. ABA No.:	121122676

(q) **Existing Agreements.** The parties have (i) previously entered into a WSPP Agreement dated June 20, 2017 (the “WSPP Agreement”), and have entered into Transactions under the WSPP Agreement (the “Existing Power Transactions”), and (ii) previously entered into a NAESB Base Contract for Sale and Purchase of Natural Gas (the “NAESB Agreement”) and Transactions under the NAESB Agreement (the “Existing Gas Transactions”). The parties agree that this Agreement shall supersede and replace the WSPP Agreement and the NAESB Agreement and that the Existing Power Transactions and Existing Gas Transactions shall constitute Transactions under and be governed by this Agreement. To the extent of any conflict between the terms and provisions of the Existing Power Transactions and the Existing Gas Transactions and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

Part 6

Additional Provisions for Commodity Derivative Transactions

(a) **Additional Definitions.** This Agreement and each Transaction are subject to the 2006 ISDA Definitions as modified and updated (the “2006 Definitions”), and the 2005 ISDA Commodity Derivatives Definitions (the “2005 Definitions”), (collectively, the “Definitions”), each as amended, supplemented, updated, and restated from time to time, each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”), and will be governed in all respects by the Definitions. For purposes of the Agreement, all references in the Definitions to “Swap Transactions” shall be deemed references to “Transactions”. The Definitions are incorporated by reference in, and made part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and such Confirmation.

(b) **Inconsistency.** Section 1 (b) (“*Inconsistency*”) is modified to provide that in the event of any inconsistency between the 2006 Definitions and the 2005 Definitions, the 2005 Definitions will govern. In the event of any inconsistency between the provisions of this Agreement and the Definitions, this

Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement or the Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

(c) The "**Market Disruption Events**" specified in Section 7.4(d)(i) of the 2005 Commodity Derivatives Definitions shall apply, except as otherwise specifically provided in the Confirmation.

(d) "**Additional Market Disruption Events**" shall apply if so specified in the Confirmation.

(e) The "**Disruption Fallbacks**" specified in Section 7.5(c) of the 2005 Commodity Definitions shall apply.

(f) **Rounding.** For purposes of preparing any calculations referred to in the Commodity Definitions, unless otherwise agreed to and specified in a Confirmation, rounding conventions for commodity pricing shall be as follows:

Megawatt Hours:	rounded to the nearest fourth decimal place
MMBtu:	rounded to the nearest fourth decimal place
Gallons:	rounded to the nearest fourth decimal place
Barrels:	rounded to the nearest third decimal place

Part 7

Dodd-Frank Title VII Provisions

(i) **US Person Status.** [Check only One]

☒ Party B hereby represents and agrees that it reasonably believes that it does fall within one or more of the U.S. Person Categories, as defined and outlined in the ISDA Cross-Border Representation Letter, available [here](#), or would otherwise be deemed to be a "U.S. person" under the U.S. Commodity Futures Trading Commission's ("CFTC") Final Cross-Border Interpretive Guidance, available [here](#), (the "**Interpretive Guidance**"). This representation shall be deemed repeated each time Party B enters into a Swap Transaction with Party A unless Party B has notified Party A to the contrary in a timely manner in writing prior to entering into such Swap Transaction.

OR

☐ Party B hereby represents and agrees that it reasonably believes that it does not fall within any of the U.S. Person Categories, as defined and outlined in the ISDA Cross-Border Representation Letter, available [here](#), and believes in good faith that it would not otherwise be deemed to be a "U.S. person" under the U.S. Commodity Futures Trading Commission's ("CFTC") Final Cross-Border Interpretive Guidance, available [here](#), (the "**Interpretive Guidance**"). This representation shall be deemed repeated each time Party B enters into a Swap Transaction with Party A unless Party B has notified Party A to the contrary in a timely manner in writing prior to entering into such Swap Transaction.

(ii) **Notification of Right To Segregate Independent Amounts.** With respect to funds or other property provided to margin, guarantee or secure obligations for Uncleared Swaps entered into under this Agreement, to the extent mandated by the Dodd-Frank Act, Party B has the right to require segregation of such funds or other property (other than variation margin) at an independent third party custodian. This notification is deemed repeated each time Party B enters into an

Uncleared Swap with Party A. For purposes of this paragraph, the term "Uncleared Swap" means a Transaction that is a "swap" as defined in the CEA section 1(a)(47) and CFTC regulation 1.3(xxx) that is not subject to the CFTC's mandatory clearing requirement under CEA section 2(h) and CFTC regulations promulgated thereunder.

- (iii) **Certain Dodd-Frank Disclosures.** Party B and certain of its affiliates ("Citi") are registered with the CFTC as a U.S. swap dealer. As a swap dealer, these entities are required to provide you with certain disclosures including information regarding the material risks and characteristics of particular transaction types and material incentives and conflicts of interest. The parties agree that these disclosures may be provided through the Citi Velocity website. Please log on to <https://www.citivelocity.com/menu/DoddFrankMaterialDisclosures> for access to these disclosures. If Party B does not have a Velocity username and password, please use the following username: citidisclosures and password: welcome1 for access. Contact your Citi representative if you have any questions regarding this information.
- (iv) Capitalized terms used in this Part 7 shall have the meaning below, unless otherwise specified.

"Swap Transaction" means any Transaction that results in the creation of a new Swap between two or more parties or in a change to the terms of an existing Swap between the parties, including execution, termination, assignment, novation, exchange, transfer, amendment, conveyance, or extinguishing of rights or obligations of a Swap.

Part 8 Physically-Settled Commodity Transactions

(a) **ISDA North American Power Annex.** The North American Power Annex to the ISDA Master Agreement published by ISDA (attached hereto as Attachment A), as amended, supplemented, replaced or modified from time to time, (the "Power Annex") is incorporated by reference in this Agreement and in the relevant Confirmations with respect to "Transactions," as defined by the Commodity Definitions, in physically settled power, except as otherwise specifically provided in the relevant Confirmation. The Commodity Definitions and the provisions of Part 6 are incorporated in this Power Annex for all purposes. All terms used in this Part 8 that are not otherwise defined shall have the meanings given to them in the Power Annex. For the purposes of this Agreement, all physically settled Power Transactions shall be deemed to be Specified Transactions.

(b) **Amendments to the Power Annex.**

- (i) References to Part 6. The Power Annex is amended by replacing all references to "Part 6" or "Part 6 of the Schedule" with references to the "Power Annex" or "Power Annex to the Schedule", as applicable.
- (ii) FERC Standard of Review; Certain Covenants and Waivers. Clause (h)(iii)(D) of the Power Annex is amended and restated in its entirety to read as follows:

"(D) The Parties agree that in the event that any portion of clause (h)(iii) is determined to be invalid, illegal or unenforceable for any reason, the provisions of clause (h)(iii)(A) shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law."
- (iii) Events of Default. Clause (i)(ii)(B) of the Power Annex is amended to delete the words "[Section 5(a)(ii)][Section 5(a)(ii)(1)]" and replace them with the words "Section 5(a)(ii

- (iv) **Utility.** Neither party believes that it is a "utility" as such term is used in Section 366 of the Bankruptcy Code. Each party waives and agrees not to assert (i) the applicability of the provisions of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such party is a debtor and (ii) that the other party is a provider of last resort.
- (v) **Bankruptcy.** It is eligible to file as a debtor under Chapter 7 and/or Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code").
- (vi) **Forward Contract Merchant.** It is a "forward contract merchant" within the meaning of the Bankruptcy Code.
- (vii) **Applicability of UCC Adequate Assurance.** Each party agrees that notwithstanding any provisions of law relating to adequate assurance of future performance, including without limitation Article 2-609 of the UCC, the parties shall only be entitled to request adequate assurance as specifically provided in this Agreement, including the Credit Support Annex hereto. For purposes of the foregoing, UCC means the Uniform Commercial Code as adopted by the jurisdiction governing the parties and the Transactions. Section references are to the Model Uniform Commercial Code and are intended to correspond to the same substantive provisions contained in the specific codes adopted in the controlling jurisdictions, to the extent that section references differ."
- (viii) **Events of Default.** Clause (i)(ii)(B) of the Power Annex is amended to delete the words "Section [5(a)(ii)][5(a)(ii)(1)]" and replace them with the words "Section 5(a)(ii)".
- (ix) **Definitions.** Clause (i)(iv) of the Power Annex is amended as follows:
 - (A) The definition of "Replacement Price" is hereby amended to (1) add the phrase "for delivery" immediately before the phrase "at the Delivery Point" in the second line and (2) delete the phrase "at Buyer's option" from the fifth line and replace it with the following: "absent a purchase".
 - (B) The definition of "Sales Price" is hereby amended to (1) delete the phrase "at the Delivery Point" from the second line and (2) delete the phrase "at Seller's option" from the fifth line and replace it with the following: "absent a sale".
 - (C) The following new definitions are added to clause (i)(iv):

"Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- (x) **Transmission, Scheduling and Imbalance Charges.** Clause (b)(ii) of the ISDA Power Annex is hereby amended by adding the following text to the end of the Section: "Product deliveries shall be scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and scheduling practices for the relevant region."
- (xi) **Schedule P.** The following shall be added at the end of Schedule P:

"If the Parties agree to a service level/product defined by reference to a different agreement, tariff, set of rules or protocols (herein, "agreement") (e.g., the PJM Operating Agreement, the ERCOT Protocols, CAISO, the MAPP Restated Agreement) for a particular Transaction, then, unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply, such reference to a service level/product shall be as defined by such other agreement, including if

applicable, the regional reliability requirements and guidelines as well as the specific excuses for performance, Force Majeure, Uncontrollable Forces, or other such excuses applicable to such other agreement, to the extent inconsistent with the terms of this Agreement, but all other terms and conditions of this Agreement remain applicable."

"CAISO Energy" means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the applicable tariff and protocol provisions of the California Independent System Operator ("CAISO") (as amended from time to time, the "Tariff") for which the only excuse for failure to deliver or receive is an "Uncontrollable Force" (as defined in the Tariff).

"West Firm", or "WSPP Schedule C" or "Schedule C" or "WSPPC-Firm" or any similar description means with respect to a Transaction, a Product that is or will be scheduled as firm energy consistent with the most recent rules adopted by the WECC for which the only excuses for failure to deliver or receive are if an interruption is (i) due to an Uncontrollable Force as provided in Section 10 of the WSPP Agreement; or (ii) where applicable, to meet Seller's public utility or statutory obligations to its customers; provided, however, this clause (ii) shall not be used to allow interruptions for reasons other than reliability of service to native load. Notwithstanding any other provision in this Agreement, if Seller exercises its right to interrupt to meet its public utility or statutory obligations pursuant to clause (ii) above, Seller shall be responsible for payment of damages for failure to deliver firm energy as provided in the ISDA Power Annex.

"WECC" means the Western Electricity Coordinating Council.

"WSPP Agreement" means the Western Systems Power Pool Agreement as amended from time to time.

(xi) Elective Provisions. Clause (j) of the Power Annex is amended and restated in its entirety to read as follows:

"(j) Elective Provisions.

1. (a)(ii) ☒ Applicability of the Power Annex to Outstanding Power Transactions. If not checked, not applicable.
2. (a)(iii) ☒ Applicability of Outstanding Credit Support held by a party in connection with Outstanding Power Transactions. If not checked, not applicable.
3. (c)(i) and (c)(ii) ☒ Accelerated Payment Damages. If not checked, not applicable.
4. (d)(ii) Timeliness of Payment
 - ☐ Option A
 - ☒ Option B
 - If neither is checked, Option B shall be deemed to apply.
5. (h)(i) Wholesale Power Tariffs

Party A Electric Tariff. Tariff/Date/Docket: FERC/11-30-17/ER18-343-000

Party B Electric Tariff. Tariff/Date/Docket: N/A

6. (h)(ii) ☒ Applicability of Severability provision. If not checked, not applicable.
7. (h)(iii) ☒ Applicability of FERC Standard of Review and Certain Covenants and Waivers. If not checked, not applicable."

(viii) Notice Information for Power Transactions - Party A:

All Notices:

As set forth in Part 4 of the Schedule to the ISDA Master Agreement unless otherwise set forth below:

Duns: 14-518-4631

Federal Tax ID Number: 27-0069674

Confirmations:

As set forth in Part 4 of the Schedule to the ISDA Master Agreement unless otherwise set forth below:

Attn: Commodity Operations Group

Phone: (713) 752-5407

Facsimile: (646) 291-3383

Email: ceiconfirms@citi.com

Invoices and Payments:

As set forth in Part 4 of the Schedule to the ISDA Master Agreement unless otherwise set forth below:

Attn: Commodity Operations Group

Phone: (713) 752-5407

Facsimile: (646) 291-3381

Email: ceisettlements@citi.com

Scheduling:

Business Hours: (713) 752-5430

After Hours: (713) 752-5410

Facsimile: (713) 752-5208

Option Exercise Line: (713) 752-5200

Wire Transfer:

Bank: Citibank NA NY

Swift: CITIUS33

ABA: 021-000-089

ACCT: 30569329

Credit and Collections:

As set forth in Part 4 of the Schedule to the ISDA Master Agreement unless otherwise set forth below:

Attn: Credit Manager—Commodities

Phone: (713) 693-6622

With additional Notices of an Event of Default or Potential Event of Default to:

As set forth in Part 4 of the Schedule

(ix) Notice Information for Power Transactions – Party B:

All Notices:

City of Roseville
Street: 2090 Hilltop Circle

City: Roseville, CA Zip: 95747
Attn: Utility Director
Phone: (916) 774-5602
Facsimile: (916) 774-5583
Duns: 164824240
Federal Tax ID Number: 94-6000409

Confirmations:

ACES
Attn: Trading Control
Phone: (317) 344-7000
Facsimile: (317) 344-7099

Invoices:

City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attn: Power Accounts Administrator
Phone: (916) 774-5600
Facsimile: (916) 774-5583

Scheduling:

Attn: ACES, Power Trading
Phone: (317) 344-7000
Facsimile: (317) 344-7001

Payments:

Attn: Power Accounts Administrator
Phone: (916) 774-5600
Facsimile: (916) 774-5583

Wire Transfer:

Bank: U.S. Bank
ABA: 121122676
ACCT: 153499281092
For the Account of: City of Roseville

Credit and Collections:

Attn: Utility Director
Phone: (916) 774-5602
Facsimile: (916) 774-5583

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Utility Director
Phone: (916) 774-5602
Facsimile: (916) 774-5583

(c) **ISDA North American Gas Annex.** The North American Gas Annex to the ISDA Master Agreement published by ISDA (attached hereto as Attachment B), as amended, supplemented, replaced or modified from time to time, (the "Gas Annex") is incorporated by reference in this Agreement and in the relevant Confirmations with respect to "Transactions," as defined by the Commodity Definitions, in physical gas, except as otherwise specifically provided in the relevant Confirmation. The Commodity Definitions and the provisions of Part 6 are incorporated in this Gas Annex for all purposes. All terms used in this Part 7 that are not otherwise defined shall have the meanings given to them in the Gas Annex. For the purposes of this Agreement, all physical Gas Transactions shall be deemed to be Specified Transactions.

(d) **Amendments to the Gas Annex.**

(i) **References to Part 6.** The Gas Annex is amended by replacing all references to "Part 6" or "Part 6 of the Schedule" with references to the "Gas Annex" or "Gas Annex to the Schedule", as applicable.

(ii) **Elective Provisions.** Clause (l) of the Gas Annex is amended and restated in its entirety to read as follows:

"(1) Elective Provisions.

1. (a)(ii) Outstanding Gas Transactions. This Gas Annex shall apply to the following pre-existing Gas Transactions pursuant to clause (a)(ii):

☒ Option A: All Gas Transactions outstanding between the parties as of the date this Gas Annex becomes effective.

☐ Option B: The Gas Transactions listed in Schedule 1 to this Gas Annex.

☐ Option C: None of the Gas Transactions between the parties that were executed prior to the date this Gas Annex becomes effective.

If none of the above options is selected, Option A shall apply.

2. (a)(iii) Outstanding Gas Credit Support:

☒ Outstanding Gas Credit Support held by a party in connection with Outstanding Gas Transactions shall be deemed to have been delivered under and in connection with this Agreement pursuant to clause (a)(iii). If not checked, not applicable.

3. (b)(ii) Performance Obligation (remedy for breach of Firm obligation):

☒ Option A: Cover Standard

☐ Option B: Spot Price Standard

If neither option is selected, Option A shall apply.

4. (e) Taxes:

☒ Option A: Buyer Pays At and After Delivery Point

☐ Option B: Seller Pays Before and At Deliver Point

If neither option is selected, Option A shall apply.

5. (f)(ii) Payment Date:

☒ Option A: the later of the 25th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (*provided* that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option B: the later of the ___ Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (*provided* that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option C: Notwithstanding anything to the contrary in this Schedule, payments with respect to both Gas Transactions and Power Transactions (as defined separately in this Schedule) will be netted and payable on or before the later of the 20th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (*provided* that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option D: Notwithstanding anything to the contrary in this Schedule, payments with respect to both Gas Transactions and Power Transactions (as defined separately in this Schedule) will be netted and payable on or before the later of the 25th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (*provided* that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

If none of the above options is selected, Option A shall apply.

6. (k)(xxii) Alternative to Spot Price Index:

The parties have selected the following alternative index as the Spot Price Index: _____. If no index is specified, the Spot Price Index specified in clause (l)(xxi) applies."

(iii) **Notice Information for Gas Transactions:**

PARTY A

All notices:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Duns: 14-518-4631

Federal Tax ID Number: 27-0069674

Invoices and Payments:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Commodity Operations Group

Phone: (713) 752-5417

Facsimile: (646) 291-1938

Email: ceissettlements@citi.com

Nominations:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Commodity Scheduling Group

Phone: (713) 752-5400

Facsimile: (713) 752-5208

Email: gas.scheduling@citi.com

Confirmations:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Commodity Operations Group

Phone: (713) 752-5407

Facsimile: (646) 291-3383

Email: ceiconfirms@citi.com

Option Exercise:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Phone: (713) 752-5200

PARTY B

All notices:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

City of Roseville, CA

2090 Hilltop Circle

Roseville, CA 95747

Attn: City of Roseville, Utility Director

Phone: 916-774-5602

Facsimile: 916-774-5583

Invoices:

Attn: City of Roseville, Settlements

Phone: 916-774-5658

Facsimile: 916-880-5367

Email: _____

Nominations:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Gas Trading, ACES

Phone: 317-344-7000

Facsimile: 317-344-7001

Confirmations:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Trading Control, ACES

Phone: 317-344-7000

Facsimile: 317-344-7099

Option Exercise:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Gas Trading, ACES

Phone: 317-344-7000

Facsimile: 317-344-7001

☒ Wire Transfer - or - ☐ ACH (check one box):

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Bank: Citibank NA NY
Swift: CITIUS33
ABA: 021-000-089
ACCT: 30569329

Credit and Collections:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: Credit Manager – Commodities
Phone: (713) 693-6622

With additional Notices of an Event of Default or Potential Event of Default to:

As set forth in Part 4 of the Schedule

☒ Wire Transfer - or - ☐ ACH (check one box):

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Bank: U.S. Bank
Account of: City of Roseville
ABA: 121122676
Account: 153499281092

Credit and Collections:

As set forth in Part 4 of this Schedule unless otherwise set forth below:

Attn: _____
Phone: _____
Facsimile: _____

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: _____
Phone: _____
Facsimile: _____

(v) **Other Provisions/Modifications to this Gas Annex. :**

(a) **Performance Obligation.** Clause (b)(iii) of the Gas Annex is deleted in its entirety.

(b) The following new paragraph is added as clause (f)(vi):

“(vi) **Mobile-Sierra Standard.** To the extent, if any, that a Gas Transaction does not qualify as a “first sale” as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each party irrevocably waives its rights, including its rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change in the rate(s), charges, classifications, terms or conditions of this Gas Annex, any Gas Transaction hereunder or any other agreements entered into in connection with this Agreement (collectively, the “Covered Agreements”). By this provision, each party expressly waives its right to seek or support: (i) an order from the U.S. Federal Energy Regulatory Commission (“FERC”) finding that the market-based rate(s), charges, classifications, terms or conditions agreed to by the parties under the Covered Agreements are unjust and unreasonable; or (ii) any refund with respect thereto. Each party agrees not to make or support such a filing or request, and that these covenants and waivers shall be binding notwithstanding any regulatory or market changes that may occur hereafter. Absent the agreement of all parties to the proposed change, the standard of review for changes to any section of the Covered Agreements proposed by a party (to the extent that any waiver as set forth in this section is unenforceable or ineffective as to such party), a non-party or FERC acting sua sponte, shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile-Sierra” doctrine), and clarified by Morgan Stanley Capital

Group Inc. v. Pub. Util. Dist. No. 1 Snohomish County, 128 S. Ct. 2733 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U. S. 165 (2010)."

(c) **Force Majeure – Alternate Provisions.** Clause (h)(vi) of the Gas Annex is deleted in its entirety.

(d) Clause (j) is amended by adding the following at the end thereof:

"(iv) *Section 6(c)(i).* Section 6(c)(i) of this Agreement is hereby amended by adding the following phrase at the end:

"(it being understood, that to the extent in the reasonable opinion of the Non-defaulting Party or the Non-Affected Party, as the case may be, any of the Terminated Transactions that are Gas Transactions may not be liquidated and terminated under applicable law on the Early Termination Date, then such Terminated Transactions shall be liquidated and terminated as soon as thereafter as is reasonably practicable)".

"Imaged Agreement. Any original executed Agreement, Confirmation or other related document may be photocopied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Confirmation, if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall object to the admissibility of the Recording, the Confirmation or the Imaged Agreement (or photocopies of the transcription of the Recording, the Confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under either the hearsay rule, the best evidence rule or other rule of evidence."

Other Documentation. The following provision is added as:

"Upon request, each Party shall deliver to the other Party documentation reasonably requested to evidence the authority and power of such Party and/or its Guarantor, as the case may be, to enter into this Agreement or any guaranty, as the case may be, which may include, without limitation, certified resolutions and a certification of the signature and authority of the individual(s) executing this Agreement or such guaranty, as the case may be and to the extent applicable and requested certificates, documents or other evidence sufficient to confirm the sales tax exempt status of such Party for each jurisdiction in which the purchase, sale and/or delivery of any physical commodity takes place under this Agreement, such that the other party will bear no obligation in relation to such purchase, sale and/or delivery for charging, collecting or remitting sales, use or other excise taxes to any local, municipal, state or federal taxing authority or agency."

(e) The following new paragraph is added as clause (n)(i):

"(i) Each party agrees that notwithstanding any provisions of law relating to adequate assurance of future performance, including without limitation Article 2-609 of the UCC, the parties shall only be entitled to request adequate assurance as specifically provided in this Agreement, including the Credit Support Annex hereto. For purposes of the foregoing, UCC means the Uniform Commercial Code as adopted by the

jurisdiction governing the parties and the Transactions. Section references are to the Model Uniform Commercial Code and are intended to correspond to the same substantive

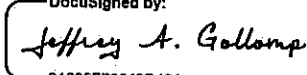
provisions contained in the specific codes adopted in the controlling jurisdictions, to the extent that section references differ.”

Part 9
U.S. QFC Mandatory Contractual Requirements

The parties agree that the definitions and provisions contained in the ISDA 2018 U.S. Stay Protocol and Attachment thereto as published by the International Swaps and Derivatives Association, Inc. on July 31, 2018 are hereby incorporated into and apply to this Agreement as if set forth in full herein. For these purposes, the following terms as used in the U.S. Stay Protocol shall have the following meanings: “Regulated Entity” shall mean Party A. “Adhering Party” shall mean Party B and “Protocol Covered Agreement” or “Covered Agreement”, as applicable, shall mean this Agreement. In the event of any inconsistencies between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

IN WITNESS WHEREOF, the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

CITIGROUP ENERGY INC.
(Party A)

By: 
Name: Jeffrey A. Gollomp
Title: Director
Date: 9/9/2020

CITY OF ROSEVILLE
(Party B)

By: _____
Name: _____
Title: City Manager
Date: _____

(Bilateral Form)

(ISDA Agreements Subject to New York Law Only)

ISDA®

International Swaps and Derivatives Association, Inc.

CREDIT SUPPORT ANNEX

to the Schedule to the

2002 ISDA MASTER AGREEMENT

dated as of August 21, 2020

between

CITIGROUP ENERGY INC. and CITY OF ROSEVILLE

("Party A")

("Party B")

This Annex supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.

Accordingly, the parties agree as follows:—

Paragraph 1. Interpretation

(a) **Definitions and Inconsistency.** Capitalized terms not otherwise defined herein or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Annex, Paragraph 13 will prevail.

(b) **Secured Party and Pledgor.** All references in this Annex to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the "Pledgor" will be to the other party when acting in that capacity; *provided, however*, that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as the beneficiary thereof to provisions of law generally relating to security interests and secured parties.

Paragraph 2. Security Interest

Each party, as the Pledgor, hereby pledges to the other party, as the Secured Party, as security for its Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all Posted Collateral Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.

Paragraph 3. Credit Support Obligations

(a) **Delivery Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Pledgor's Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support having a Value as of the date of Transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Delivery Amount**" applicable to the Pledgor for any Valuation Date will equal the amount by which:

- (i) the Credit Support Amount exceeds
- (ii) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party.

(b) **Return Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Secured Party's Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Return Amount**" applicable to the Secured Party for any Valuation Date will equal the amount by which:

- (i) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party exceeds
- (ii) the Credit Support Amount.

"**Credit Support Amount**" means, unless otherwise specified in Paragraph 13, for any Valuation Date (i) the Secured Party's Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) all Independent Amounts applicable to the Secured Party, if any, minus (iv) the Pledgor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

Paragraph 4. Conditions Precedent, Transfer Timing, Calculations and Substitutions

(a) **Conditions Precedent.** Each Transfer obligation of the Pledgor under Paragraphs 3 and 5 and of the Secured Party under Paragraphs 3, 4(d)(ii), 5 and 6(d) is subject to the conditions precedent that:

- (i) no Event of Default, Potential Event of Default or Specified Condition has occurred and is continuing with respect to the other party; and
- (ii) no Early Termination Date for which any unsatisfied payment obligations exist has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the other party.

(b) **Transfer Timing.** Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, then the relevant Transfer will be made not later than the close of business on the next Local Business Day; if a demand is made after the Notification Time, then the relevant Transfer will be made not later than the close of business on the second Local Business Day thereafter.

(c) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 3 and 6(d) will be made by the Valuation Agent as of the Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or in the case of Paragraph 6(d), following the date of calculation).

(d) ***Substitutions.***

(i) Unless otherwise specified in Paragraph 13, upon notice to the Secured Party specifying the items of Posted Credit Support to be exchanged, the Pledgor may, on any Local Business Day, Transfer to the Secured Party substitute Eligible Credit Support (the "Substitute Credit Support"); and

(ii) subject to Paragraph 4(a), the Secured Party will Transfer to the Pledgor the items of Posted Credit Support specified by the Pledgor in its notice not later than the Local Business Day following the date on which the Secured Party receives the Substitute Credit Support, unless otherwise specified in Paragraph 13 (the "Substitution Date"); *provided* that the Secured Party will only be obligated to Transfer Posted Credit Support with a Value as of the date of Transfer of that Posted Credit Support equal to the Value as of that date of the Substitute Credit Support.

Paragraph 5. Dispute Resolution

If a party (a "Disputing Party") disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any Transfer of Eligible Credit Support or Posted Credit Support, then (1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (2) subject to Paragraph 4(a), the appropriate party will Transfer the undisputed amount to the other party not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (3) the parties will consult with each other in an attempt to resolve the dispute and (4) if they fail to resolve the dispute by the Resolution Time, then:

(i) In the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 13, the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilizing any calculations of Exposure for the Transactions (or Swap Transactions) that the parties have agreed are not in dispute;

(B) calculating the Exposure for the Transactions (or Swap Transactions) in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction (or Swap Transaction), then fewer than four quotations may be used for that Transaction (or Swap Transaction); and if no quotations are available for a particular Transaction (or Swap Transaction), then the Valuation Agent's original calculations will be used for that Transaction (or Swap Transaction); and

(C) utilizing the procedures specified in Paragraph 13 for calculating the Value, if disputed, of Posted Credit Support.

(ii) In the case of a dispute involving the Value of any Transfer of Eligible Credit Support or Posted Credit Support, the Valuation Agent will recalculate the Value as of the date of Transfer pursuant to Paragraph 13.

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following that notice by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraphs 4(a) and 4(b), make the appropriate Transfer.

Paragraph 6. Holding and Using Posted Collateral

(a) **Care of Posted Collateral.** Without limiting the Secured Party's rights under Paragraph 6(c), the Secured Party will exercise reasonable care to assure the safe custody of all Posted Collateral to the extent required by applicable law, and in any event the Secured Party will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining thereto.

(b) **Eligibility to Hold Posted Collateral; Custodians.**

(i) **General.** Subject to the satisfaction of any conditions specified in Paragraph 13 for holding Posted Collateral, the Secured Party will be entitled to hold Posted Collateral or to appoint an agent (a "Custodian") to hold Posted Collateral for the Secured Party. Upon notice by the Secured Party to the Pledgor of the appointment of a Custodian, the Pledgor's obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Posted Collateral by a Custodian will be deemed to be the holding of that Posted Collateral by the Secured Party for which the Custodian is acting.

(ii) **Failure to Satisfy Conditions.** If the Secured Party or its Custodian fails to satisfy any conditions for holding Posted Collateral, then upon a demand made by the Pledgor, the Secured Party will, not later than five Local Business Days after the demand, Transfer or cause its Custodian to Transfer all Posted Collateral held by it to a Custodian that satisfies those conditions or to the Secured Party if it satisfies those conditions.

(iii) **Liability.** The Secured Party will be liable for the acts or omissions of its Custodian to the same extent that the Secured Party would be liable hereunder for its own acts or omissions.

(c) **Use of Posted Collateral.** Unless otherwise specified in Paragraph 13 and without limiting the rights and obligations of the parties under Paragraphs 3, 4(d)(ii), 5, 6(d) and 8, if the Secured Party is not a Defaulting Party or an Affected Party with respect to a Specified Condition and no Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then the Secured Party will, notwithstanding Section 9-207 of the New York Uniform Commercial Code, have the right to:

(i) sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral it holds, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor; and

(ii) register any Posted Collateral in the name of the Secured Party, its Custodian or a nominee for either.

For purposes of the obligation to Transfer Eligible Credit Support or Posted Credit Support pursuant to Paragraphs 3 and 5 and any rights or remedies authorized under this Agreement, the Secured Party will be deemed to continue to hold all Posted Collateral and to receive Distributions made thereon, regardless of whether the Secured Party has exercised any rights with respect to any Posted Collateral pursuant to (i) or (ii) above.

(d) **Distributions and Interest Amount.**

(i) **Distributions.** Subject to Paragraph 4(a), if the Secured Party receives or is deemed to receive Distributions on a Local Business Day, it will Transfer to the Pledgor not later than the following Local Business Day any Distributions it receives or is deemed to receive to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 13 and subject to Paragraph 4(a), in lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Posted Collateral in the form of Cash (all of which may be retained by the Secured Party), the Secured Party will Transfer to the Pledgor at the times specified in Paragraph 13 the Interest Amount to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose). The Interest Amount or portion thereof not Transferred pursuant to this Paragraph will constitute Posted Collateral in the form of Cash and will be subject to the security interest granted under Paragraph 2.

Paragraph 7. Events of Default

For purposes of Section 5(a)(iii)(l) of this Agreement, an Event of Default will exist with respect to a party if:

- (i) that party fails (or fails to cause its Custodian) to make, when due, any Transfer of Eligible Collateral, Posted Collateral or the Interest Amount, as applicable, required to be made by it and that failure continues for two Local Business Days after notice of that failure is given to that party;
- (ii) that party fails to comply with any restriction or prohibition specified in this Annex with respect to any of the rights specified in Paragraph 6(c) and that failure continues for five Local Business Days after notice of that failure is given to that party; or
- (iii) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraphs 7(i) and 7(ii) and that failure continues for 30 days after notice of that failure is given to that party.

Paragraph 8. Certain Rights and Remedies

(a) **Secured Party's Rights and Remedies.** If at any time (1) an Event of Default or Specified Condition with respect to the Pledgor has occurred and is continuing or (2) an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Pledgor, then, unless the Pledgor has paid in full all of its Obligations that are then due, the Secured Party may exercise one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under applicable law with respect to Posted Collateral held by the Secured Party;
- (ii) any other rights and remedies available to the Secured Party under the terms of Other Posted Support, if any;
- (iii) the right to Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and
- (iv) the right to liquidate any Posted Collateral held by the Secured Party through one or more public or private sales or other dispositions with such notice, if any, as may be required under applicable law, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor (with the Secured Party having the right to purchase any or all of the Posted Collateral to be sold) and to apply the proceeds (or the Cash equivalent thereof) from the liquidation of the Posted Collateral to any amounts payable by the Pledgor with respect to any Obligations in that order as the Secured Party may elect.

Each party acknowledges and agrees that Posted Collateral in the form of securities may decline speedily in value and is of a type customarily sold on a recognized market, and, accordingly, the Pledgor is not entitled to prior notice of any sale of that Posted Collateral by the Secured Party, except any notice that is required under applicable law and cannot be waived.

(b) **Pledgor's Rights and Remedies.** If at any time an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then (except in the case of an Early Termination Date relating to less than all Transactions (or Swap Transactions) where the Secured Party has paid in full all of its obligations that are then due under Section 6(e) of this Agreement):

(i) the Pledgor may exercise all rights and remedies available to a pledgor under applicable law with respect to Posted Collateral held by the Secured Party;

(ii) the Pledgor may exercise any other rights and remedies available to the Pledgor under the terms of Other Posted Support, if any;

(iii) the Secured Party will be obligated immediately to Transfer all Posted Collateral and the Interest Amount to the Pledgor; and

(iv) to the extent that Posted Collateral or the Interest Amount is not so Transferred pursuant to (iii) above, the Pledgor may:

(A) Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and

(B) to the extent that the Pledgor does not Set-off under (iv)(A) above, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral held by the Secured Party, until that Posted Collateral is Transferred to the Pledgor.

(c) **Deficiencies and Excess Proceeds.** The Secured Party will Transfer to the Pledgor any proceeds and Posted Credit Support remaining after liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b) after satisfaction in full of all amounts payable by the Pledgor with respect to any Obligations; the Pledgor in all events will remain liable for any amounts remaining unpaid after any liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b).

(d) **Final Returns.** When no amounts are or thereafter may become payable by the Pledgor with respect to any Obligations (except for any potential liability under Section 2(d) of this Agreement), the Secured Party will Transfer to the Pledgor all Posted Credit Support and the Interest Amount, if any.

Paragraph 9. Representations

Each party represents to the other party (which representations will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that:

(i) it has the power to grant a security interest in and lien on any Eligible Collateral it Transfers as the Pledgor and has taken all necessary actions to authorize the granting of that security interest and lien;

(ii) it is the sole owner of or otherwise has the right to Transfer all Eligible Collateral it Transfers to the Secured Party hereunder, free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted under Paragraph 2;

(iii) upon the Transfer of any Eligible Collateral to the Secured Party under the terms of this Annex, the Secured Party will have a valid and perfected first priority security interest therein (assuming that any central clearing corporation or any third-party financial intermediary or other entity not within the control of the Pledgor involved in the Transfer of that Eligible Collateral gives the notices and takes the action required of it under applicable law for perfection of that interest); and

(iv) the performance by it of its obligations under this Annex will not result in the creation of any security interest, lien or other encumbrance on any Posted Collateral other than the security interest and lien granted under Paragraph 2.

Paragraph 10. Expenses

- (a) **General.** Except as otherwise provided in Paragraphs 10(b) and 10(c), each party will pay its own costs and expenses in connection with performing its obligations under this Annex and neither party will be liable for any costs and expenses incurred by the other party in connection herewith.
- (b) **Posted Credit Support.** The Pledgor will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Credit Support held by the Secured Party upon becoming aware of the same, regardless of whether any portion of that Posted Credit Support is subsequently disposed of under Paragraph 6(c), except for those taxes, assessments and charges that result from the exercise of the Secured Party's rights under Paragraph 6(c).
- (c) **Liquidation/Application of Posted Credit Support.** All reasonable costs and expenses incurred by or on behalf of the Secured Party or the Pledgor in connection with the liquidation and/or application of any Posted Credit Support under Paragraph 8 will be payable, on demand and pursuant to the Expenses Section of this Agreement, by the Defaulting Party or, if there is no Defaulting Party, equally by the parties.

Paragraph 11. Miscellaneous

- (a) **Default Interest.** A Secured Party that fails to make, when due, any Transfer of Posted Collateral or the Interest Amount will be obligated to pay the Pledgor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value of the items of property that were required to be Transferred, from (and including) the date that Posted Collateral or Interest Amount was required to be Transferred to (but excluding) the date of Transfer of that Posted Collateral or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.
- (b) **Further Assurances.** Promptly following a demand made by a party, the other party will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by that party to create, preserve, perfect or validate any security interest or lien granted under Paragraph 2, to enable that party to exercise or enforce its rights under this Annex with respect to Posted Credit Support or an Interest Amount or to effect or document a release of a security interest on Posted Collateral or an Interest Amount.
- (c) **Further Protection.** The Pledgor will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Credit Support Transferred by the Pledgor or that could adversely affect the security interest and lien granted by it under Paragraph 2, unless that suit, action, proceeding or lien results from the exercise of the Secured Party's rights under Paragraph 6(c).
- (d) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.
- (e) **Demands and Notices.** All demands and notices made by a party under this Annex will be made as specified in the Notices Section of this Agreement, except as otherwise provided in Paragraph 13.
- (f) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 13 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 12. Definitions

As used in this Annex:—

"Cash" means the lawful currency of the United States of America.

"Credit Support Amount" has the meaning specified in Paragraph 3.

"Custodian" has the meaning specified in Paragraphs 6(b)(i) and 13.

"Delivery Amount" has the meaning specified in Paragraph 3(a).

"Disputing Party" has the meaning specified in Paragraph 5.

"Distributions" means with respect to Posted Collateral other than Cash, all principal, interest and other payments and distributions of cash or other property with respect thereto, regardless of whether the Secured Party has disposed of that Posted Collateral under Paragraph 6(c). Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Collateral or, with respect to any Posted Collateral in the form of Cash, any distributions on that collateral, unless otherwise specified herein.

"Eligible Collateral" means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

"Eligible Credit Support" means Eligible Collateral and Other Eligible Support.

"Exposure" means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(2)(A) of this Agreement as if all Transactions (or Swap Transactions) were being terminated as of the relevant Valuation Time; *provided* that Market Quotation will be determined by the Valuation Agent using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

"Independent Amount" means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Posted Collateral in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of that Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 360.

"Interest Period" means the period from (and including) the last Local Business Day on which an Interest Amount was Transferred (or, if no Interest Amount has yet been Transferred, the Local Business Day on which Posted Collateral in the form of Cash was Transferred to or received by the Secured Party) to (but excluding) the Local Business Day on which the current Interest Amount is to be Transferred.

"Interest Rate" means the rate specified in Paragraph 13.

"Local Business Day", unless otherwise specified in Paragraph 13, has the meaning specified in the Definitions Section of this Agreement, except that references to a payment in clause (b) thereof will be deemed to include a Transfer under this Annex.

“Minimum Transfer Amount” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Notification Time” has the meaning specified in Paragraph 13.

“Obligations” means, with respect to a party, all present and future obligations of that party under this Agreement and any additional obligations specified for that party in Paragraph 13.

“Other Eligible Support” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“Other Posted Support” means all Other Eligible Support Transferred to the Secured Party that remains in effect for the benefit of that Secured Party.

“Pledgor” means either party, when that party (i) receives a demand for or is required to Transfer Eligible Credit Support under Paragraph 3(a) or (ii) has Transferred Eligible Credit Support under Paragraph 3(a).

“Posted Collateral” means all Eligible Collateral, other property, Distributions, and all proceeds thereof that have been Transferred to or received by the Secured Party under this Annex and not Transferred to the Pledgor pursuant to Paragraph 3(b), 4(d)(ii) or 6(d)(i) or released by the Secured Party under Paragraph 8. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(d)(ii) will constitute Posted Collateral in the form of Cash.

“Posted Credit Support” means Posted Collateral and Other Posted Support.

“Recalculation Date” means the Valuation Date that gives rise to the dispute under Paragraph 5, *provided, however*, that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the “Recalculation Date” means the most recent Valuation Date under Paragraph 3.

“Resolution Time” has the meaning specified in Paragraph 13.

“Return Amount” has the meaning specified in Paragraph 3(b).

“Secured Party” means either party, when that party (i) makes a demand for or is entitled to receive Eligible Credit Support under Paragraph 3(a) or (ii) holds or is deemed to hold Posted Credit Support.

“Specified Condition” means, with respect to a party, any event specified as such for that party in Paragraph 13.

“Substitute Credit Support” has the meaning specified in Paragraph 4(d)(i).

“Substitution Date” has the meaning specified in Paragraph 4(d)(ii).

“Threshold” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“Transfer” means, with respect to any Eligible Credit Support, Posted Credit Support or Interest Amount, and in accordance with the instructions of the Secured Party, Pledgor or Custodian, as applicable:

- (i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient;
- (ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;
- (iii) in the case of securities that can be paid or delivered by book-entry, the giving of written instructions to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient; and
- (iv) in the case of Other Eligible Support or Other Posted Support, as specified in Paragraph 13.

“Valuation Agent” has the meaning specified in Paragraph 13.

“Valuation Date” means each date specified in or otherwise determined pursuant to Paragraph 13.

“Valuation Percentage” means, for any item of Eligible Collateral, the percentage specified in Paragraph 13.

“Valuation Time” has the meaning specified in Paragraph 13.

“Value” means for any Valuation Date or other date for which Value is calculated and subject to Paragraph 5 in the case of a dispute, with respect to:

- (i) Eligible Collateral or Posted Collateral that is:
 - (A) Cash, the amount thereof; and
 - (B) a security, the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any;
- (ii) Posted Collateral that consists of items that are not specified as Eligible Collateral, zero; and
- (iii) Other Eligible Support and Other Posted Support, as specified in Paragraph 13.

**ISDA
CREDIT SUPPORT ANNEX
to the Schedule
to the
ISDA Master Agreement
dated as of August 21, 2020,**

between

CITIGROUP ENERGY INC.,
a corporation organized and existing
under the laws of the State of Delaware
("Party A")

and

CITY OF ROSEVILLE,
a municipal corporation organized and existing
under the laws of the State of California
("Party B")

Paragraph 13. Elections and Variables

(a) **Security Interest for "Obligations".** The term "Obligations" shall have the meaning set forth in Paragraph 12.

(b) **Credit Support Obligations.**

(i) **Delivery Amount, Return Amount and Credit Support Amount; Addition to Paragraph 3 of this Annex.**

(A) **"Delivery Amount"** has the meaning set forth in Paragraph 3(a).

(B) **"Return Amount"** has the meaning set forth in Paragraph 3(b).

(C) **"Credit Support Amount"** means for any Valuation Date (i) the Secured Party's Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) the Pledgor's Threshold, if any; *provided, however,* that (x) in the case where the sum of the Independent Amounts applicable to the Pledgor exceeds zero, the Credit Support Amount will not be less than the sum of all Independent Amounts applicable to the Pledgor and (y) in all other cases, the Credit Support Amount will be deemed to be zero whenever the calculation of the Credit Support Amount yields an amount less than zero.

(D) **Delivery of Independent Amounts.** Notwithstanding anything herein to the contrary (including without limitation the provisions of Paragraph 3), with regard to Transfers of Independent Amounts, the relevant Transfer shall be made in full by the close of business on the second Local Business Day following the Trade Date of the applicable Transaction.

(ii) **Eligible Collateral.** The following items will qualify as **"Eligible Collateral"**:

(iii) **Eligible Collateral.** The following items will qualify as **"Eligible Collateral"**:

Party A	Party B	Valuation Percentage
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(A) Cash	[X]	[X]	100%
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(iv) **Other Eligible Support.** The following items will qualify as “Other Eligible Support” for the party specified:

	Party A	Party B	Valuation Percentage
Letter of Credit	[X]	[X]	100%, <i>provided</i> that if a Letter of Credit Default has occurred and is continuing with respect to such Letter of Credit, or twenty (20) or fewer Local Business Days remain prior to the expiration of such Letter of Credit, the applicable Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) **“Independent Amount”** shall mean with respect to Party A and Party B with regard to any Transaction, the USD equivalent of the amount as specified in the relevant Confirmation.

(B) **“Threshold”** shall mean, (i) with respect Party A, the lesser of (a) the amount set forth below opposite the lower of the Credit Ratings in effect on any Valuation Date for Party A’s Credit Support Provider or (b) the amount of the guarantee provided, and (ii) with respect to Party B, the lesser of (1) the amount set forth below opposite the lower of the Credit Ratings in effect on any Valuation Date for Party B; *provided, however*, a party’s Threshold shall be zero if on any Valuation Date an Event of Default or Potential Event of Default with respect to such party has occurred and is continuing.

<u>Threshold</u>	<u>S&P Credit Rating</u>	<u>Moody’s Credit Rating</u>
U.S. \$25,000,000	A- and above	A3 and above
U.S. \$ 15,000,000	BBB+	Baa1
U.S. \$ 10,000,000	BBB	Baa2
U.S. \$ 5,000,000	BBB-	Baa3
U.S. \$0	Below BBB-	Below Baa3

(C) **“Minimum Transfer Amount”** for purposes of computing a Delivery Amount pursuant to Paragraph 3(a) and a Return Amount pursuant to Paragraph 3(b), as of any date shall mean, with respect to Party A, USD \$1.00, and with respect to Party B, USD \$1.00.

(D) **Rounding.** The Delivery Amounts will be rounded up and Return Amounts will be rounded down to the nearest integral multiple of USD \$100,000.

(c) **Valuation and Timing.**

(i) **“Valuation Agent”** means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraphs 4(d)(ii) and 6(d), the Secured Party receiving or deemed to receive the Substitute Credit Support or the Distributions of the Interest Amount, as applicable, provided, however, that in all cases, if an Event of Default, or Potential Event of Default, has occurred and is continuing with respect to the party designated as the Valuation Agent, then in such case, and for so long as the Event of Default or Potential Event of Default continues, the other party will be the Valuation Agent.

(ii) **"Valuation Date"** means at the request of either party, any Local Business Day which, if treated as a Valuation Date, would result in a Delivery Amount or Return Amount.

(iii) **"Valuation Time"** means, with respect to the determination of Exposure, Value of Eligible Credit Support and Posted Credit Support, the close of business on the Local Business Day immediately before the Valuation Date or date of calculation, as applicable; *provided* that the calculations of Value and Exposure will be made as of approximately the same time on the same date.

(iv) **"Notification Time"** means 11:00 a.m., New York time on a Valuation Date *provided, however*, that, notwithstanding Paragraph 4(b), if a request for Transfer is made by the Notification Time, then the relevant Transfer shall be made not later than the close of business on the next Local Business Day and, if such request is received after the Notification Time, not later than the close of business on the second Local Business Day following such request.

(d) **Conditions Precedent and Secured Party's Rights and Remedies.** Each Termination Event specified below with respect to a party will be a **"Specified Condition"** for that party (the specified party being the Affected Party if a Termination Event or Additional Termination Event occurs with respect to such party):

	Party A	Party B
Illegality (provided all Transactions are Affected Transactions)	[X]	[X]
Tax Event	[]	[]
Tax Event Upon Merger	[]	[]
Credit Event Upon Merger	[X]	[X]
Additional Termination Events specified in the Schedule to this Agreement	[X]	[X]

(e) **Substitution.**

(i) **"Substitution Date"** has the meaning specified in Paragraph 4(d)(ii) of this Annex.

(ii) **Consent.** The Pledgor must obtain the Secured Party's consent for any substitution pursuant to Paragraph 4(d); *provided, however*, such consent shall not be unreasonably withheld.

(f) **Dispute Resolution.**

(i) **"Resolution Time"** means 5:00 p.m., New York time, on the second Local Business Day following the date on which notice is given that gives rise to a dispute under Paragraph 5.

(ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support or of any Transfer or Eligible Credit Support or Posted Credit Support, as the case may be, will be calculated by the Valuation Agent in accordance with standard market practice using third party sources (such as, by way of example only, Bloomberg or Reuters) where available.

(iii) **Alternative.** The provisions of Paragraph 5 will apply.

(g) **Holding and Using Posted Collateral.**

(i) **Eligibility to Hold Posted Collateral; Custodians.** A party or its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b) *provided* that the following conditions are applicable to it are satisfied:

- (1) Such party is not a Defaulting Party.
- (2) The Credit Rating of such party or such parties Credit Support Provider is at least BBB- (in the case of S&P) and Baa3 (in the case of Moody's).
- (3) The Custodian is a Qualified Institution.
- (4) Initially Party A shall not be using a Custodian and Party B shall not be using a Custodian.

(ii) **Use of Posted Collateral.** The provisions of Paragraph 6(c) will not apply to both parties.

(h) **Distributions and Interest Amount.**

(i) **Interest Rate.** The "Interest Rate" with respect to U.S. Dollars will be the "Federal Funds Rate", set forth in H.15 (519) for that day opposite the caption "Federal Funds (Effective)." If on any day such rate is not yet published in H.15 (519), the rate for such day will be the rate set forth in Bloomberg Screen page FEDL01<INDEX><HP><GO> for that day under the caption "FED FUNDS EFFECTIVE", or such other rate as may be agreed by the parties. For this purpose "H.15 (519)" shall have the meaning specified in the Annex to the 2000 Definitions as published by the International Swaps and Derivatives Association, Inc.

(ii) **Transfer of Interest Amount.** Transfers of the Interest Amount will be made in arrears on the third Local Business Day of each calendar month and on any Local Business Day that Posted Collateral in the form of Cash is transferred to the Pledgor pursuant to Paragraph 3(b).

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 6(d)(ii) will apply, *provided, however*, that the Interest Amount will compound daily.

(i) **Other Eligible Support and Other Posted Support.**

(i) **"Value"** with respect to Other Eligible Support and Other Posted Support means the undrawn portion of any Letter of Credit, maintained by the Pledgor (or its Credit Support Provider) for the benefit of the Secured Party, *provided* that if a Letter of Credit Default has occurred and is continuing with respect to such Letter of Credit, or twenty (20) or fewer Local Business Days remain prior to the expiration of such Letter of Credit, the applicable Value shall be zero.

(ii) **"Transfer"** with respect to Other Eligible Support and Other Posted Support means:

(1) For purposes of Paragraph 3(a), delivery of the Letter of Credit by the Pledgor or issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement, or delivery of an executed amendment to such Letter of Credit (extending the term or increasing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement; and

(2) For purposes of Paragraph 3(b), by the return of an outstanding Letter of Credit by the Secured Party to the Pledgor, at the address of the Pledgor specified in the Notices

Section of this Agreement, or delivery of an executed amendment to the Letter of Credit in form and substance satisfactory to the Secured Party, (reducing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the Secured Party's address specified in the Notices Section of this Agreement. If a Transfer is to be effected by a reduction in the amount of an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall not unreasonably withhold its consent to a commensurate reduction in the amount of such Letter of Credit and shall take such action as is reasonably necessary to effectuate such reduction.

(iii) *"Certain Rights and Remedies".*

- (1) *Secured Party's Rights and Remedies.* For purposes of paragraph 8(a)(ii), the Secured Party may draw on any outstanding Letter of Credit (Other Posted Support) in an amount equal to any payments then payable or which may in the future become payable by the Pledgor with respect to any Obligations.
- (2) *Pledgor's Rights and Remedies.* For purposes of Paragraph 8(b)(ii), (i) the Secured Party will be obligated immediately to Transfer any Letter of Credit (Other Posted Support) to the Pledgor and (ii) the Pledgor may do any one or more of the following: (x) to the extent that the Letter of Credit (Other Posted Support) is not Transferred to the Pledgor as required pursuant to (i) above, Set-off any amounts payable by the Pledgor with respect to any Obligations against any such Letter of Credit (Other Posted Support) held by the Secured Party and to the extent its rights to Set-off are not exercised, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral and the Value of any Letter of Credit (Other Posted Support) held by the Secured Party, until any such Posted Collateral and such Letter of Credit (Other Posted Support) is Transferred to the Pledgor; and (y) exercise rights and remedies available to the Pledgor under the terms of the Letter of Credit.

(iv) All Other Eligible Support and Other Posted Support consisting of Letters of Credit shall be issued and maintained in accordance with the provisions set forth in Schedule I attached hereto.

(j) **Demands and Notices.**

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, *provided*, that the address for Party A for such purposes shall be:

Citigroup Energy Inc.
 Collateral Management Group
 388 Greenwich Street, 11th Floor
 New York, NY 10013
 Telephone no. (212) 816-8090
 Facsimile no. (212) 994-0728
 Email: derivatives.margin@citi.com

and the address for Party B for such purposes shall be:

City of Roseville
2090 Hilltop Circle
Roseville, CA 95747
Attention: Utility Director
Telephone No.: 916-774-5602
Facsimile No.: 916-774-5583

(k) **Addresses for Transfers.**

Party A: As provided in the relevant Confirmation

Party B: Payment to: U.S. Bank
For Account Of: City of Roseville
Account #: 153499281092
Federal ABA#: 121122676

(k) **Other Provisions.**

(i) **Custodians.** A party shall be eligible to serve as Custodian if and for so long as it (i) is not affiliated with Party A or Party B and (ii) is a Qualified Institution.

(ii) **Actions Hereunder.** Either party may take any actions hereunder, including liquidation rights, through its Custodian or other agent.

(iii) **Events of Default.** Paragraph 7(i) shall be amended and restated in its entirety as follows: "(i) that party fails (or fails to cause its Custodian) to make, when due any Transfer of Eligible Credit Support, Posted Credit Support or the Interest Amount, as applicable, required to be made by it and that failure continues for two Local Business Day after notice of that failure is given to that party;"

(iv) **Pledgor's Rights and Remedies.** Paragraph 8(b)(iii) is amended by replacing the words "Posted Collateral" with the words "Posted Credit Support."

(v) **Pledgor's Rights and Remedies.** Paragraph 8(b)(iv) is amended by replacing each use of the words "Posted Collateral" with the words "Posted Credit Support."

(vi) **Security Agreement.** This Credit Support Annex is a Security Agreement under the provisions of the Uniform Commercial Code of the Governing Law specified in the Schedule to the ISDA Master Agreement between the parties.

(vii) **Amendments to Definitions.** Paragraph 12 of this Annex is hereby amended by adding or amending, as applicable, the following defined terms:

"Credit Rating" shall mean, on any date of determination, (i) with respect to Party B, the lower of its utility revenue bonds rating (not supported by third party enhancement) or its issuer rating by the specified entity by S&P, Moody's or any other specified rating agency or agencies, and (ii) with respect to Party A, the lower of its Credit Support Provider's long-term senior unsecured debt or deposit rating (not supported by third party credit enhancement) or its issuer rating, by S&P, Moody's or any other specified rating agency or agencies.

"Letter of Credit" means an irrevocable, standby transferable letter of credit, issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank which is substantially in a form acceptable and satisfactory to the Secured Party with such changes to the terms in that form as the issuing bank may require and as may be acceptable to the Secured Party and is not an Affiliate of either party, where (i) such letter of credit bank has a senior unsecured long term debt rating of "A-" or better by S&P and "A3" or better by Moody's and has a combined capital surplus of at least \$10,000,000,000. Each Letter of Credit shall be a Credit Support Document.

"Local Business Day" Notwithstanding anything to the contrary contained herein Local Business Day shall, in addition to any other meaning specified herein, include a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in New York City and in California.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Qualified Institution" means a commercial bank or trust company or financial institution, which not affiliated with either party, organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having assets of at least \$10,000,000,000.

"S&P" shall mean S&P Global Ratings or its successor.

IN WITNESS WHEREOF, the parties hereto have executed this Annex as of the date first above written.

CITIGROUP ENERGY INC.
(Party A)

By:

Name: Jeffrey A. Gollomp

Title: Director

Date: 9/9/2020

CITY OF ROSEVILLE
(Party B)

By:

Name:

Title: City Manager

Date:

**Schedule I
to Paragraph 13
of the
ISDA Credit Support Annex**

LETTER OF CREDIT PROVISIONS

I. **Letters of Credit.** Other Eligible Support provided by the Pledgor ("X") for the benefit of the Secured Party ("Y") in the form of a Letter of Credit shall be subject to the following provisions.

(a) Any Letter of Credit shall be delivered by X to such address as Y shall specify and shall be maintained for the benefit of Y or its designee. X shall (i) cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit, (ii) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide a substitute Letter of Credit at least twenty (20) Local Business Days prior to the expiration of the outstanding Letter of Credit, and (iii) if a bank issuing a Letter of Credit shall fail to honor Y's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of Y a substitute Letter of Credit that is issued by a bank acceptable to Y, other than the bank failing to honor the outstanding Letter of Credit, within two (2) Local Business Days after such refusal. Any failure of the second bank to honor Y's proposed document request to draw on an outstanding Letter of Credit or failure by X to deliver such substitute Letter of Credit shall constitute an Event of Default under this Agreement.

(b) Upon the occurrence of a Letter of Credit Default, X agrees to either cause the delivery to Y of a substitute Letter of Credit, or, alternatively, X shall provide other Eligible Credit Support, in each case on or before the second Business Day after the occurrence thereof (or on or before the fifth Local Business Day after the occurrence thereof if only clause (i) under definition of Letter of Credit Default applies). "Letter of Credit Default" shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the bank issuing the Letter of Credit shall fail to maintain a Credit Rating of at least "A-" by S&P and "A3" by Moody's; (ii) the bank issuing the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit; (iii) the bank issuing such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of this Agreement; or (v) any event analogous to an event specified in Section 5(a)(vii) of this Agreement shall occur with respect to the bank issuing the Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be cancelled or returned to X, in accordance with the terms of this Agreement.

(c) As one method of providing additional Posted Credit Support, X may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(d) A Letter of Credit shall provide that Y may draw upon the Letter of Credit in an amount that is equal to all amounts that are due and owing from X but have not been paid to Y within the time allowed for such payments under this Agreement. A Letter of Credit shall provide that a drawing may be made on the Letter of Credit upon submission to the bank issuing the Letter of Credit of one or more certificates in accordance with specific requirements of the Letter of Credit.

(e) (i) Upon or at any time after the occurrence of an Event of Default, Y may draw on any outstanding Letter of Credit upon presentation to the bank issuing the Letter of Credit of one or more certificates in accordance with the specific requirements of any such Letter of Credit. Cash received from drawing upon the Letter of Credit shall be deemed Other Posted Support and shall

either be (y) applied against all amounts that are due and owing from X but have not been paid to Y under this Agreement or (z) held by Y as Other Posted Support in accordance with this Annex. Notwithstanding Y's receipt of Cash from any drawing under a Letter of Credit, X shall remain liable for any amounts owing to Y and remaining unpaid after the application of the amounts so drawn by Y.

(ii) Upon or at any time after the occurrence or deemed occurrence of an Early Termination Date as a result of a Termination Event and the failure of X to make all payments due and owing to Y in accordance with the terms of this Agreement, Y may, subject to the availability of such amounts for drawing, draw on any outstanding Letter of Credit in an amount equal to such amounts owing to it upon presentation to the bank issuing the Letter of Credit of one or more certificates in accordance with the specific requirements of any such Letter of Credit. Notwithstanding Y's receipt of Cash from any drawing under a Letter of Credit, X shall remain obligated to Y to Transfer sufficient Eligible Credit Support to Y in accordance with the terms of this Annex. In addition, X shall remain obligated to Y for any amounts owing to Y and remaining unpaid after the application of any amounts so drawn by Y.

(f) The provisions of this Schedule I shall constitute agreements for all purposes of this Agreement and this Annex.

(g) X covenants and agrees that so long as a Transaction shall remain outstanding under this Agreement, no Letter of Credit shall be secured by any mortgage, security interest, pledge, lien or other encumbrance upon the property of X.

(h) In all cases, the costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of Y) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by X.

ATTACHMENT A

**North American Power Annex
to the
ISDA Master Agreement**

APPENDIX A

Part [6]. **Physically Settled Power Transactions**

(a) **Power Transactions under this Agreement; Credit Support Documents**

(i) ***Power Transactions.*** The provisions of this Part [6] shall apply solely to transactions between the parties for the purchase or sale of a Product (as defined below) on a spot or forward basis or as an option to purchase, sell or transfer a Product (collectively, "Power Transactions"). All Power Transactions will be deemed to have been entered into in accordance with the terms of this Agreement and shall be Transactions for the purposes hereof. A subsequent agreement between the parties to settle a Power Transaction without involving a physical delivery of a Product shall not affect such Power Transaction's status as a Power Transaction under this Part [6]. In the event of any inconsistency among or between the other provisions of this Agreement and this Part [6], this Part [6] will govern with respect to Power Transactions.

(ii) ***Applicability to Outstanding Power Transactions.*** If elected under clause (j) as being applicable: upon the effectiveness of this Part [6], all Power Transactions then outstanding ("Outstanding Power Transactions") shall be Transactions for purposes of this Agreement and shall be governed by and subject to the terms and conditions of, this Agreement. All confirmations evidencing such Outstanding Power Transactions shall constitute "Confirmations" within the meaning of this Agreement that supplement, form part of and are subject to this Agreement. If any Confirmation issued or entered into in respect of one or more Outstanding Power Transactions was issued or entered into pursuant to the terms of a master agreement or in a form that contains non-economic substantive provisions such as those relating to default and termination rights (such master agreement or the portion of such Confirmations containing such non-economic terms being referred to herein as the "Prior Master Agreement"), then the terms of the Schedule and the pre-printed form of this Agreement shall automatically supersede such Prior Master Agreement effective upon the execution of this Part [6].

(iii) ***Credit Support Documents.*** If elected under clause (j) as being applicable:

(A) ***Outstanding Credit Support.*** The parties agree that to the extent any collateral, margin, performance assurance or other similar form of credit support (such credit support, excluding guarantees, being referred to herein as "Outstanding Credit Support") is held by a party in connection with the obligations of the other party under Outstanding Power Transactions, such Outstanding Credit Support shall be deemed to have been delivered in respect of the obligations of the other party under Outstanding Power Transactions.

The parties further agree that with respect to any Outstanding Credit Support that (x) if the parties have entered into a Credit Support Document in connection with this Agreement that governs the provision of collateral, margin, performance assurance or other similar form of credit support (such Credit Support Document, an "Existing ISDA Credit Support Document") then the Outstanding Credit Support shall be deemed to constitute credit support provided under such Existing ISDA Credit Support Document and such Existing ISDA Credit Support Document shall automatically supercede any agreement between the parties pursuant to which the Outstanding Credit Support was provided (the "Outstanding Credit Support Document") effective upon the execution of this Part [6] and (y) if the parties have not entered into an Existing ISDA Credit Support Document, then the Outstanding Credit Support Document constitutes a Credit Support Document with respect to the party that provided such credit support.

APPENDIX A

(B) *Amendments/Guaranties.* The parties agree that they will enter into such amendments to any Outstanding Credit Support Document as may be necessary to give effect to the terms of this clause (a)(iii). To the extent that a guaranty was delivered in connection with a party's obligations under Outstanding Power Transactions or a Prior Master Agreement, that party represents and warrants that any amendments necessary to ensure that the guaranty would extend to Transactions subject to this Agreement have been made prior to the effectiveness of this Part [6] and agrees (x) that such guaranty constitutes a Credit Support Document with respect to the obligations of such party and (y) the guarantor under such guaranty constitutes a Credit Support Provider with respect to the obligations of such party.

(b) **Obligations and Deliveries**

(i) *Seller's and Buyer's Obligations.* With respect to each Power Transaction, Seller shall sell and deliver, or cause to be delivered, the Quantity of the Product to the Delivery Point. Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point and shall pay Seller the Contract Price. However, with respect to options, the obligations set forth in the preceding two sentences shall only arise if the option is exercised in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

(ii) *Transmission and Scheduling.* Seller shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers, as specified by the parties in the Power Transactions, or in the absence thereof, in accordance with the practice of Transmission Providers, to deliver the Product to the Delivery Point. Buyer shall arrange and be responsible for transmission service at and from the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers to receive the Product at the Delivery Point.

(iii) *Force Majeure.* To the extent either party is prevented by Force Majeure from carrying out, in whole or part, its obligations under any Power Transaction and such party (the "Claiming Party") gives notice and details of the Force Majeure to the other party (the "non-Claiming Party") as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such Power Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. If the pre-printed form portion of this Agreement is the 2002 ISDA Master Agreement form, Section 5(b)(ii) of this Agreement shall not apply to any Power Transaction.

(c) **Remedies for Failure to Deliver or Receive; Limitation on Condition Precedent**

(i) *Seller Failure.* If Seller fails to Schedule and/or deliver all or part of the Product pursuant to a Power Transaction, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified in clause (j), within five (5) Local Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the

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Contract Price from the Replacement Price (as defined below). The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

(ii) **Buyer Failure.** If Buyer fails to Schedule and/or receive all or part of the Product pursuant to a Power Transaction and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified in clause (j), within five (5) Local Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price (as defined below) from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

(iii) **Limitation on Condition Precedent.** Section 2(a)(iii) of this Agreement is hereby amended by adding the following phrase at the end of clause (1) immediately before the last comma of such phrase:

"(provided, however, that in relation to any Transaction that is a Power Transaction, if an Event of Default or a Potential Event of Default has occurred and is continuing for longer than ten (10) NERC Business Days without an Early Termination Date being designated, then the condition specified in this clause (1) shall cease to be a condition precedent to the obligations under Section 2(a)(i))."

(d) **Payment**

(i) **Billing Period.** Unless otherwise specifically agreed upon by the parties, the calendar month shall be the standard period for all payments pursuant to any Power Transaction under this Agreement (other than (x) payments due as a result of the designation of an Early Termination Date; (y) any option premium payments; or (z) if "Accelerated Payment of Damages" is specified as being applicable, payments due pursuant to clauses (c)(i) and (c)(ii)). As soon as practicable after the end of each month, each party will render to the other party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

(ii) **Timeliness of Payment.** The parties shall designate which of the following two options shall apply with respect to the timing of when payment obligations are due in relation to Power Transactions:

Option A: Unless otherwise agreed by the parties, all invoices for payment pursuant to a Power Transaction shall be due and payable in accordance with each party's invoice instructions on or before the later of the fifth (5th) Local Business Day of each month, or the second (2nd) Local Business Day after receipt of the invoice.

Option B: Unless otherwise agreed by the parties, all invoices for payment pursuant to a Power Transaction shall be due and payable in accordance with each party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice or, if such day is not a Local Business Day, then on the next Local Business Day.

Each party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Default Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

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(iii) **Payment for Options.** The premium amount for the purchase of an option shall be paid within two (2) Local Business Days of receipt of an invoice from the option seller. Upon exercise of an option, payment for the Product underlying such option shall be due in accordance with the applicable provisions of clauses (d)(i) and (d)(ii).

(iv) **Power Transaction Netting.** If the parties enter into one or more Power Transactions, which in conjunction with one or more other outstanding Power Transactions, constitute Offsetting Power Transactions, then all such Offsetting Power Transactions may, by agreement of the parties, be netted into a single Power Transaction under which:

(A) the party obligated to deliver the greater amount of Product will deliver the difference between the total amount it is obligated to deliver and the total amount to be delivered to it under the Offsetting Power Transactions, and

(B) the party owing the greater aggregate payment will pay the net difference owed between the parties.

Each single Power Transaction resulting under this clause shall be deemed part of the single, indivisible contractual arrangement between the parties, and once such resulting Power Transaction occurs, outstanding obligations under the Offsetting Power Transactions which are satisfied by such offset shall terminate. For the purposes of this Part [6], "Offsetting Power Transaction" shall mean any two or more Power Transactions having the same or overlapping Delivery Period(s) (as specified in the Power Transaction), Delivery Point and payment date, where under one or more of such Power Transactions, one party is the Seller and under the other such Power Transaction(s) the same party is the Buyer.

(e) **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CLAUSE (E), THE FOLLOWING PROVISION SHALL APPLY SOLELY TO POWER TRANSACTIONS, AND NOTHING IN THIS PROVISION SHALL AFFECT THE ENFORCEABILITY OF SECTION 6 OF THIS AGREEMENT WITH RESPECT TO POWER TRANSACTIONS OR OTHERWISE.

THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A POWER TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES

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CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

(f) **Taxes**

(i) **Cooperation.** Each party shall use reasonable effort to implement the provisions of and to administer this Agreement insofar as it applies to Power Transactions in accordance with the intent of the parties to minimize all Taxes, so long as neither party is materially adversely affected by such efforts.

(ii) **Taxes.** Notwithstanding Section 2(d) of this Agreement, Seller shall pay or cause to be paid all Taxes imposed by any government authority on or with respect to the Product or a Power Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the Product or a Power Transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Taxes which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by law or regulation to remit or pay Taxes which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Taxes from the sums due to Seller under this Agreement. Nothing shall obligate or cause a party to pay or be liable to pay any Taxes for which it is exempt under the law.

(g) **Title, Risk of Loss and Indemnity**

(i) **Title and Risk of Loss.** Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Quantity of the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

(ii) **Indemnity.** Each party shall indemnify, defend and hold harmless the other party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such party as provided for herein. Each party shall indemnify, defend and hold harmless the other party against any Taxes for which such party is responsible.

(h) **Miscellaneous**

(i) **Tariff.** Seller agrees to provide service to Buyer, and Buyer agrees to pay Seller for such service, in accordance with Seller's Tariff, if any, and the terms of this Agreement. Each party agrees that if it seeks to amend any Tariff during the term of this Agreement, such amendment will not in any way affect outstanding Power Transactions under this Agreement without the prior written consent of the other party. Each party further agrees that it will not assert, or defend itself, on the basis that any applicable Tariff is inconsistent with this Agreement. For the purposes of this Part [6] "FERC" shall mean the Federal Energy Regulatory Commission. Each of the Party A FERC Electric Tariff and the Party B FERC Electric Tariff is referred to

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herein as a "Tariff" and collectively as the "Tariffs", which Tariffs, to the extent applicable as set forth in clause (j), are incorporated herein.

(ii) **Severability.** If elected under clause (j) as being applicable with respect to Power Transactions only, any provision of this Agreement declared or rendered unlawful by any applicable court or law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events being referred to herein as a "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement. The parties agree that if a Regulatory Event occurs, they will use their best efforts to reform this Agreement with respect to Power Transactions only to give effect to the original intention of the parties; provided, however, that nothing in this provision shall affect the enforceability of Sections 5 or 6 of this Agreement with respect to Power Transactions or otherwise.

(iii) **FERC Standard of Review; Certain Covenants and Waivers.** If elected under clause (j) as being applicable:

(A) Absent the agreement of all parties to the proposed change, the standard of review for changes to any provision of this Agreement (including all Power Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the parties herein, whether proposed by a party, a non-party or FERC acting *sua sponte*, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine).

(B) The parties, for themselves and their successors and assigns, (y) agree that this "public interest" standard of review shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the parties in connection with this Agreement and (z) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard, provided that this standard of review and the other provisions of this clause (h)(iii) shall only apply to proceedings before the FERC or appeals thereof.

(C) In addition, and notwithstanding the foregoing clauses (h)(iii)(A) and (B), to the fullest extent permitted by applicable law, each party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any provision of this Agreement (including any applicable Power Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the parties, it being the express intent of the parties that, to the fullest extent permitted by applicable law, the "sanctity of contract" principles acknowledged by FERC in its Notice of Proposed Policy Statement (issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities ("NPPS") shall prevail and neither of them shall unilaterally seek to obtain from FERC any relief changing the rate(s) and/or other material economic terms and conditions of their agreement(s), as set forth in this Agreement and in any Power Transactions or Confirmations, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this clause (h)(iii) shall not apply, provided

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that, consistent with clause (h)(iii) neither party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in clauses (h)(iii)(A) and (B).

(D) In connection with the foregoing, the parties acknowledge that, pursuant to the NPPS, FERC has invited interested persons to submit comments with respect to the provisions thereof and therefore agree that, if and to the extent FERC adopts in a final or subsequent policy statement ("FPS") the use of specific language which varies from that set out in clause (h)(iii)(A) above, then clause (h)(iii)(A) shall, without further action of either party, be deemed amended to reflect such specific language, provided that to the extent that the specific language adopted in an FPS is in any way inconsistent with the mutual intent of the parties in this regard as currently set forth in clauses (h)(iii)(A) and (B), then the parties agree to meet to attempt to negotiate in good faith an amendment to this clause (h)(iii) to address such inconsistencies, provided further that neither party shall be obligated in any way to agree to any such amendment if to do so would be inconsistent with such current mutual intent as expressed herein or would expose such party in any way to greater risk of changes being ordered by FERC to the parties' agreement as set forth in this Agreement and any Power Transactions and/or Confirmations.

(i) **Certain Modifications to this Agreement**

(i) **Single Agreement: Section 1(c).** With respect to all Power Transactions, the words ", the Tariffs, if any" are hereby added immediately following "this Master Agreement" in Section 1(c) of this Agreement.

(ii) **Events of Default: Sections 5(a)(i) and 5(a)(ii)(1).**

(A) With respect to all Power Transaction, the words "or delivery" are hereby deleted in Section 5(a)(i) of this Agreement.

(B) With respect to all Power Transaction, the words "(or to deliver or receive the Product, the exclusive remedy for which is provided in clause (c) of Part [6] of the Schedule)" are hereby added at the end of the parenthetical of Section [5(a)(ii)][5(a)(ii)(1)] of this Agreement.

(iii) **Effect of Designating an Early Termination Date: Section 6(c)(i).** Section 6(c)(i) of this Agreement is hereby amended by adding the following phrase at the end of such section:

"(it being understood, that to the extent in the reasonable opinion of the Non-defaulting Party or the Non-Affected Party, as the case may be, any of the Terminated Transactions that are Power Transactions may not be liquidated and terminated under applicable law on the Early Termination Date, then such Terminated Transactions shall be liquidated and terminated as soon as thereafter as is reasonably practicable)".

(iv) **Definitions: Section 14.** Section 14 of this Agreement is hereby amended by adding the following definitions:

"Buyer" means the party to a Power Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in a Power Transaction.

"Contract Price" means the price in U.S. Dollars (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in a Power Transaction.

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“Delivery Point” means the point at which the Product will be delivered and received as specified in a Power Transaction.

“Force Majeure” means an event or circumstance which prevents the Claiming Party from performing its obligations under one or more Power Transactions, which event or circumstance was not anticipated as of the date the Power Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller’s supply; or (iv) Seller’s ability to sell the Product at a price greater than the Contract Price. Neither party may raise a claim of Force Majeure based in whole or in part on curtailment by the Transmission Provider unless (i) such party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to “force majeure” or “uncontrollable force” or a similar term as defined under the Transmission Provider’s tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. The applicability of Force Majeure to the Power Transaction is governed by the terms of the Products and the Related Definitions contained in Schedule P.

“NERC Business Day” means any day except a Saturday, Sunday or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A NERC Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant party’s place of business. The relevant party, in each instance unless otherwise specified, shall be the party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

“Product” means electric capacity, energy or other product(s) related thereto specified in a Power Transaction by reference to a Product listed in Schedule P, which is incorporated herein, or as otherwise specified by the parties in the Power Transaction.

“Quantity” means the quantity of the Product that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller, as specified in a Power Transaction.

“Replacement Price” means (A) the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Power Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, (B) the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

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"Sales Price" means (A) the price at which Seller, acting in a commercially reasonable manner, resells at the Delivery Point any Product not received by Buyer, deducting from such proceeds any (i) costs reasonably incurred by Seller in reselling such Product and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or at Seller's option, (B) the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer's liability. For purposes of this definition, Seller shall be considered to have resold such Product to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases its obligation to purchase and receive the Product from another party at the Delivery Point.

"Schedule" or "Scheduling" means the action of Seller, Buyer and/or their designated representatives, including each party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.

"Schedule P" means "Schedule P: Products and Related Definitions" to the Master Power Purchase & Sale Agreement published and modified from time to time by the Edison Electric Institute.

"Seller" means the party to a Power Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in a Power Transaction.

"Transmission Provider" means any entity or entities transmitting or transporting Product on behalf of Seller or Buyer to or from the Delivery Point in a particular Power Transaction.

(j) Elective Provisions

1. (a)(i) ☐ Applicability of Part [6] to Outstanding Power Transactions. If not checked, not applicable.
2. (a)(ii) ☐ Applicability of Outstanding Credit Support held by a party in connection with Outstanding Power Transactions. If not checked, not applicable.
3. (c) ☐ Accelerated Payment Damages. If not checked, not applicable.

4. (d)(ii): Timeliness of Payment

☐ Option A

☐ Option B

If neither is checked, Option B shall be deemed to apply.

5. (h)(i): Wholesale Power Tariffs

☐ Party A Electric Tariff. Tariff/Date/Docket _____

☐ Party B Electric Tariff. Tariff/Date/Docket _____

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_____ If not checked, not applicable.

6. (h)(ii) __Applicability of Severability provision. If not checked, not applicable.
7. (h)(iii) __Applicability of FERC Standard of Review and Certain Covenants and Waivers. If not checked, not applicable.

ATTACHMENT B

**North American Gas Annex
to the
ISDA Master Agreement**

ISDA NORTH AMERICAN GAS ANNEX

to the Schedule to the

ISDA Master Agreement

dated as of

between

..... and

This Gas Annex supplements, forms part of, and is subject to the above-referenced Agreement and is part of the Schedule thereto.

(a) Physical Gas Transactions under this Agreement; Credit Support Documents

(i) ***Physical Gas Transactions under this Agreement.*** The provisions of this Gas Annex shall apply solely to transactions between the parties for the purchase or sale of physical Gas with delivery points in North America on a Firm or Interruptible basis on a spot or forward basis or as an option to purchase or sell Gas (collectively, "Gas Transactions"). All Gas Transactions will be deemed to have been entered into in accordance with the terms of this Agreement and shall be Transactions for all purposes of this Agreement. A subsequent agreement between the parties to settle a Gas Transaction without involving a physical delivery of Gas shall not affect such Gas Transaction's status as a Gas Transaction under this Gas Annex. In the event of any inconsistency among or between the other provisions of this Agreement and this Gas Annex, this Gas Annex will govern with respect to Gas Transactions. In the event of any inconsistency between the Confirmation for a Gas Transaction and this Gas Annex, the Confirmation will govern with respect to such Gas Transaction, except as provided in clause (a)(ii) with respect to Outstanding Gas Transactions.

(ii) ***Applicability to Outstanding Gas Transactions.*** Gas Transactions executed by the parties prior to the effectiveness of this Gas Annex and selected under clause (l)(1) ("Outstanding Gas Transactions") shall be Transactions and shall be subject to the terms and conditions of this Agreement upon effectiveness of this Gas Annex, unless otherwise agreed in writing by the parties with respect to one or more specific Outstanding Gas Transactions. All confirmations evidencing such Outstanding Gas Transactions shall constitute "Confirmations" within the meaning of this Agreement that supplement, form part of and are subject to this Agreement. If any confirmation issued or entered into with respect to one or more Outstanding Gas Transactions pursuant to the terms of a master agreement or in a form that contains provisions that are not directly related to the commercial terms of the Transaction and that are inconsistent with or duplicative of the terms and conditions of this Agreement (such master agreement or the portion of such Confirmation containing such non-commercial terms being referred to herein as the "Prior Master Agreement"), then, notwithstanding any provision of this Agreement to the contrary, the terms of the Schedule and the pre-printed form of this Agreement shall automatically supersede such Prior Master Agreement effective upon the effectiveness of this Gas Annex.

(iii) ***Credit Support Documents.*** If elected under clause (l) as being applicable:

(A) ***Outstanding Gas Credit Support.*** The parties agree that to the extent any collateral, margin, security or other similar form of credit support (such credit support, excluding guarantees, being referred to herein as "Outstanding Gas Credit Support") is held by a party in connection with the obligations of the other party under Outstanding Gas Transactions, such Outstanding Gas Credit Support shall be deemed to have been delivered in respect of the obligations of the other party under and in connection with this Agreement.

The parties further agree that with respect to any Outstanding Gas Credit Support that (x) if the parties have entered into a Credit Support Document in connection with this Agreement that governs the provision of collateral, margin, security or other similar form of credit support (such Credit Support Document, an "Existing ISDA Credit Support Document") then the Outstanding Gas Credit Support shall be deemed to constitute credit support provided under such Existing ISDA Credit Support Document and such Existing ISDA Credit Support Document shall automatically supersede any agreement between the parties pursuant to which the Outstanding Gas Credit Support was provided (the "Outstanding Gas Credit Support Document") effective as of the date agreed by the parties and (y) if the parties have not entered into an Existing ISDA Credit Support Document, then the Outstanding Gas Credit Support Document constitutes a Credit Support Document with respect to the party that provided such credit support.

(B) *Amendments/Guaranties.* The parties agree that they will enter into such amendments to any Outstanding Gas Credit Support Document as may be necessary to give effect to the terms of this clause (a)(iii). To the extent that a guaranty was delivered in connection with a party's obligations under Outstanding Gas Transactions or a Prior Master Agreement, that party represents and warrants that any amendments necessary to ensure that the guaranty would extend to Transactions subject to this Agreement have been made prior to the effectiveness of this Gas Annex and agrees (x) that such guaranty constitutes a Credit Support Document with respect to the obligations of such party and (y) the guarantor under such guaranty constitutes a Credit Support Provider with respect to the obligations of such party.

(b) Performance Obligation

(i) Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular Gas Transaction in accordance with the terms of this Gas Annex. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a Gas Transaction.

(ii) The remedy for the breach of a Firm obligation by a party shall be determined pursuant to the option below that the parties select in clause (1)(3):

Option A *Cover Standard:* The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this clause (b)(ii), but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in clause (c)(iii) of this Gas Annex. The amount of such unfavorable difference shall be payable five Local Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Option B *Spot Price Standard:* The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this clause (b)(ii), but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in clause (c)(iii) of this Gas Annex. The amount of such unfavorable difference shall be payable five Local Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

(iii) Notwithstanding clause (b)(ii) of this Gas Annex, the parties may agree to Alternative Damages in a Confirmation executed in writing by both parties.

(c) Transportation, Nominations and Imbalances

(i) Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

(ii) The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the Gas Transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

(iii) The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer. "Unpaid Amounts" as defined in Section 14 of this Agreement shall include unpaid Imbalance Charges, if any.

(d) Quality and Measurement

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of Gas Transactions shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

(e) Taxes

The Taxes payable by a party shall be determined pursuant to the option below that the parties select in clause (l)(4):

Option A: *Buyer Pays At and After Delivery Point:* Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Option B: *Seller Pays Before and At Delivery Point.* Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

(f) Billing, Payment and Audit

(i) Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

(ii) Buyer shall remit the amount due under clause (f)(i) of this Gas Annex, in immediately available funds to the account specified from time to time by Seller, on or before the Payment Date elected in clause (l)(5) of this Gas Annex. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this clause (f)(ii).

(iii) In the event payments become due pursuant to clauses (b)(ii) or (b)(iii) of this Gas Annex, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Local Business Days after receipt of invoice.

(iv) If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this clause (f).

(v) A party shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under this Gas Annex. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to Gas Transactions under this Gas Annex. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under clause (f) of this Gas Annex shall be paid in full by the party owing payment within 30 Days of notice and substantiation of such inaccuracy.

(g) Title, Warranty and Indemnity

(i) Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

(ii) Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS CLAUSE (g)(ii), ALL OTHER WARRANTIES WITH RESPECT TO GAS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

(iii) Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

(iv) Notwithstanding the other provisions of this clause (g) of this Gas Annex, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of clause (d) of this Gas Annex.

(h) Force Majeure

(i) Except with regard to a party's obligation to make payment(s) due under clause (f) of this Gas Annex, Section 6 (e) of this Agreement and Imbalance Charges under clause (c)(iii) of this Gas Annex, neither party shall be liable to the

other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in clause (h)(ii) of this Gas Annex.

(ii) Force Majeure shall include, but not be limited to, the following: (A) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (B) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (C) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (D) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (E) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

(iii) Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (A) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (B) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (C) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (D) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in clause (h)(ii) of this Gas Annex; (E) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in clause (h)(ii) of this Gas Annex. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

(iv) Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

(v) The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

(vi) Notwithstanding clauses (h)(ii) and (h)(iii) of this Gas Annex, the parties may agree to alternative Force Majeure provisions in a Confirmation executed in writing by both parties.

If the pre-printed form portion of this Agreement is the 2002 ISDA Master Agreement form, Section 5(b)(ii) of this Agreement shall not apply to any Gas Transaction.

(i) Limitation of Liability

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A GAS TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS

OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

(j) Certain Amendments to this Agreement for Gas Transactions

- (i) *Section 5(a)(i).* With respect to all Gas Transactions, the words "or delivery under Section 2(a)(i) or 2(e)" in the second line of Section 5(a)(i) of this Agreement and, if the pre-printed form portion of this Agreement is the 2002 ISDA Master Agreement form, the words "or the first Local Delivery Day in the case of any such delivery" and ", in each case," in the third and fourth lines of Section 5(a)(i) of this Agreement, are hereby deleted.
- (ii) *Section 5(a)(ii).* With respect to all Gas Transactions, the words "or delivery under Section 2(a)(i) or 2(e)" in the second line of Section 5(a)(ii) are hereby deleted and the words "or to deliver or receive Gas, the exclusive remedy for which is provided in clause (b)(ii) of the Gas Annex to the Schedule" are hereby added at the end of the parenthetical of Section 5(a)(ii) if the pre-printed form portion of this Agreement is the 1992 ISDA Master Agreement form or Section 5(a)(ii)(1) if the pre-printed form portion of this Agreement is the 2002 ISDA Master Agreement form.
- (iii) *Section 5(a)(v).* With respect to all Gas Transactions, (A) if the pre-printed form portion of this Agreement is the 1992 ISDA Master Agreement, the parenthetical "(other than by failing to make a delivery)" is inserted after the word "defaults" in clause (1) of Section 5(a)(v) and the words "or delivery" in clause (2) of Section 5(a)(v) of this Agreement are deleted; and (B) if the pre-printed form portion of this Agreement is the 2002 ISDA Master Agreement, the words "(including any delivery due on the last delivery or exchange date of) a Specified Transaction or" in clause (3) of Section 5(a)(v) of this Agreement are deleted.

(k) Definitions. For purposes of this Gas Annex, the following definitions apply:

- (i) "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- (ii) "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- (iii) "Buyer" shall mean the party receiving Gas under a Gas Transaction.
- (iv) "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a Gas Transaction.
- (v) "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a Gas Transaction.
- (vi) "Cover Standard" shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Gas Annex, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

- (vii) "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- (viii) "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a Gas Transaction.
- (ix) "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a Gas Transaction.
- (x) "EFP" shall mean, when used in a Confirmation of a Gas Transaction, the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the U.S. Commodity Exchange Act (7 U.S. Code 1, as amended).
- (xi) "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in clause (c)(iii) of this Gas Annex related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- (xii) "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- (xiii) "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- (xiv) "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in clause (c)(iii) of this Gas Annex related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- (xv) "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- (xvi) "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- (xvii) "Payment Date" shall mean the payment date for Gas Transactions under this Gas Annex, as specified in clause (l)(5) of this Gas Annex.
- (xviii) "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- (xix) "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- (xx) "Seller" means the party delivering Gas under a Gas Transaction.
- (xxi) "Spot Price" as referred to in clause (b)(ii) of this Gas Annex shall mean the price published as the Spot Price Index for the relevant Day; provided, if there is no single price published as the Spot Price Index for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- (xxii) "Spot Price Index" shall mean, with respect to a Gas Transaction, unless otherwise specified in the Confirmation for that Transaction, the "Daily Midpoint" price set forth in Gas Daily (published by Platts), or any successor publication, in the column "Daily Price Survey" under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day or, if an alternative index or price is specified in clause (l)(6) below, such alternative index or price.
- (xxiii) "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular Gas Transaction.

(I) Elective Provisions

1. (a)(ii) – Outstanding Gas Transactions. This Gas Annex shall apply to the following pre-existing Gas Transactions pursuant to clause (a)(ii):

☐ Option A: All Gas Transactions outstanding between the parties as of the date this Gas Annex becomes effective.

☐ Option B: The Gas Transactions listed in Schedule 1 to this Gas Annex.

☐ Option C: None of the Gas Transactions between the parties that were executed prior to the date this Gas Annex becomes effective.

If none of the above options is selected, Option A shall apply.

2. (a)(iii) – Outstanding Gas Credit Support

☐ Outstanding Gas Credit Support held by a party in connection with Outstanding Gas Transactions shall be deemed to have been delivered under and in connection with this Agreement pursuant to clause (a)(iii).

If not checked, not applicable.

3. (b)(ii) – Performance Obligation (remedy for breach of Firm obligation)

☐ Option A: Cover Standard

☐ Option B: Spot Price Standard

If neither option is selected, Option A shall apply.

4. (e) – Taxes

☐ Option A: Buyer Pays At and After Delivery Point

☐ Option B: Seller Pays Before and At Deliver Point

If neither option is selected, Option A shall apply.

5. (f)(ii) – Payment Date

☐ Option A: the later of the 25th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (provided that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option B: the later of the Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (provided that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option C: Notwithstanding anything to the contrary in the Schedule, payments with respect to both Gas Transactions and Power Transactions (as defined separately in the Schedule) will be netted and payable on or before the later of the 20th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (provided that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

☐ Option D: Notwithstanding anything to the contrary in the Schedule, payments with respect to both Gas Transactions and Power Transactions (as defined separately in the Schedule) will be netted and payable on or before the

later of the 25th Day of Month following Month of delivery or 10 Days after receipt of the invoice by Buyer (provided that if the Payment Date is not a Local Business Day, payment is due on the next Local Business Day following that date).

If none of the above options is selected, Option A shall apply.

6. (k)(xxii) – **Alternative to Spot Price Index.** The parties have selected the following alternative index as the Spot Price Index: _____. If no index is specified, the Spot Price Index specified in clause (l)(xxi) applies.

(m) Notices for Gas Transactions

PARTY A

Invoices:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

Nominations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

Confirmations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

PARTY B

Invoices:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

Nominations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

Confirmations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

Option Exercise:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

☐ Wire Transfer - or - ☐ ACH (check one box):

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Bank: _____

ABA: _____

Account: _____

Other Details: _____

Option Exercise:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: _____

Phone: _____

Facsimile: _____

☐ Wire Transfer - or - ☐ ACH (check one box):

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Bank: _____

ABA: _____

Account: _____

Other Details: _____

(n) Other Provisions/Modifications to this Gas Annex.

ATTACHMENT C

Party B Legal Opinion

August 21, 2020

Attn: Office of General Counsel
Citigroup Energy Inc.
2700 Post Oak Blvd., Suite 400
Houston, TX 77019

Ladies and Gentlemen:

I am the City Attorney of the City of Roseville, an attorney licensed by the State of California and in good standing with the California State Bar Association. I have acted as counsel to the City of Roseville in connection with the execution and delivery of the International Swaps and Derivatives Association Master Agreement ("Agreement") between the City of Roseville and Citigroup Energy Inc. dated August 21, 2020. The Agreement may be supplemented by confirmation of transactions to be entered between the parties from time to time.

In connection with this opinion, I have examined: (1) The California Constitution and Government Code, as amended and supplemented (the "Act") pertaining to the creation, existence and operation of the City of Roseville; (2) an executed copy of the Agreement; (3) such documents and records of the City of Roseville, certificates of public officials and officers of the City of Roseville; and (4) such other documents as I have deemed necessary or appropriate for the purposes of this opinion. In this opinion, I have assumed the genuineness of all the signatures, the authenticity of all documents submitted to me as originals, and the conformity to authentic original documents submitted to me as certified, conformed or photo copies.

Based on the foregoing, as of the date hereof I am of the opinion that:

1. The City of Roseville is duly created and validly existing under the provisions of the Act as a body politic and corporate in and of the State of California, with full power and authority to execute and deliver, and to perform its obligations under the Agreement.
2. The execution and delivery of the Agreement by the City of Roseville, and any other documents which the City of Roseville has executed and delivered pursuant thereto, and the performance of its obligations thereunder, have been and remain duly authorized by all necessary action and do not contravene any provisions of the Constitution and statutes of the State of California, or any other law, regulation, or contractual restriction, or governing instruments, binding on the City of Roseville or affecting the City of Roseville or its property.

3. All consents, authorizations and approvals required for the execution and delivery by the City of Roseville of the Agreement, by and through its City Manager, Dominick Casey, and its Power Management Services Agent, Alliance for Cooperative Energy Services Power Marketing LLC, and any other documents which the City of Roseville has executed and delivered pursuant thereto, and the performance of its obligations thereunder have been obtained and remain in full force and effect, all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with any governmental authority or regulatory body is required for such execution, delivery or performance.
4. The Agreement and any other documents which the City of Roseville has executed and delivered pursuant thereto, have been duly executed and delivered by the City of Roseville.
5. The Agreement constitutes the legal, valid and binding obligation of the City of Roseville, enforceable against the City of Roseville, in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

Sincerely,

Robert R. Schmitt
City Attorney



AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT

This Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (this "Amendment") is made as of August 21, 2020 (the "Effective Date") by and between **Citigroup Energy Inc.** ("SD") and **City of Roseville** ("CP").

WHEREAS, reference is made to the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. ("ISDA®") on August 13, 2012 (the "ISDA August 2012 DF Supplement"); and

WHEREAS, the parties desire to amend the terms of the ISDA August 2012 DF Supplement and apply it to that certain ISDA Master Agreement dated August 21, 2020 (the "Covered Agreement");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:

Adoption and Incorporation of the ISDA August 2012 DF Supplement

1.1 *Adherence to Protocol Agreement.*

SELECT ONE:

☒ Option One: In lieu of using the procedures set forth in the Protocol Agreement, the parties desire to implement the terms of the ISDA August 2012 DF Supplement

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between them by incorporating it by reference and completing Exhibit A. The ISDA August 2012 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and shall govern all Swap transactions, if any,

under the Covered Agreement. The parties adopt between them the ISDA August 2012 DF Supplement into the Covered Agreement by execution of this Amendment, rather than pursuant to the procedure set forth in the ISDA August 2012 DF Protocol Agreement (the “Protocol Agreement”) or the Adherence Letter (as defined in the Protocol Agreement), the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Questionnaire and its Addendum I (the “Questionnaire”). The phrase “this DF Supplement” as used in the ISDA August 2012 DF Supplement, as so adopted and incorporated hereby, means “this Amendment,” and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. Exhibit A hereto shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement for the Covered Agreement. “DF Supplement Information” is any information set forth in Exhibit A together with any other information that the parties agree shall be “DF Supplement Information.”

☐ Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA August 2012 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire, DF Terms Agreement (if applicable) and ISDA August 2012 DF Supplement shall govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA August 2012 DF Supplement and Questionnaire shall govern as amended by this Amendment. The phrase “this DF Supplement” as used in the ISDA August 2012 DF Supplement, means the ISDA August 2012 DF Supplement as amended by this Amendment, and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. “DF Supplement Information” is any information set forth in the Questionnaire together with any other information that the parties agree shall be “DF Supplement Information.”

1.2 *Resolving Conflict of Terms.* Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ISDA August 2012 DF Supplement. However, in the event of any inconsistency between (a) a term defined in the Covered Agreement or in a Swap transaction confirmation and (b) a term defined in the ISDA August 2012 DF Supplement, then (i) the term defined in the ISDA August 2012 DF Supplement will control for purposes of interpreting this Amendment, and (ii) the term defined in the Covered Agreement or Swap transaction confirmation (with any inconsistency between the two documents determined in accordance with the Covered Agreement) will control for purposes of interpreting the Covered Agreement or Swap transaction confirmation.

Article 2:

Amendments to the ISDA August 2012 DF Supplement

2.1 *Amendments to Schedule 2 of the ISDA August 2012 DF Supplement; Agreements between a Swap Dealer and any other party.*

(a) Scope.

(i) Section 2.2 is amended by (1) adding “grounds to vitiate, cancel or otherwise terminate a Swap,” following the words “termination event”, (2) deleting the word “termination” following the words “shall not alter a party’s”, and (iii) adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(ii) Section 2.6 is amended by adding the following prior to the period at the end of the Section: “, as determined necessary by the party employing or responsible for such personnel”.

(iii) The following new Section is added at the end of Section 2.8:

“2.8.1 SD acknowledges that, unless specifically stated herein, CP does not waive any of its rights against SD, or excuse SD from any of its duties to CP, provided for in the DF Supplement Rules.”

(b) **Confidentiality.**

(i) Section 2.13 is amended by adding the following prior to the period at the end of the Section: “with respect to DF Supplement Rules; *provided however*, that SD will, if legally permitted to do so, notify CP of such request as soon as practicable after receipt thereof and shall not disclose such Material Confidential Information until the earlier of (a) CP notifying SD that it will not contest such disclosure or (b) five (5) Business Days (or shorter if such shorter period is requested by the regulator and SD has notified CP of such requirement, if in SD’s determination such notice is permitted by law and is consistent with the request of the regulatory authority) have passed following CP’s receipt of such notice without CP notifying SD that CP shall contest the disclosure of such Material Confidential Information to the requesting regulatory or self-regulatory organization, unless such notice to CP or such restriction on disclosure is otherwise not permitted by applicable law or by the requesting regulating authority or self-regulatory organization; *provided further*, that the foregoing proviso shall not be applicable to routine filings by SD”.

(ii) Section 2.14 is amended by (1) deleting “, on or prior to the date on which this DF Schedule 2 is incorporated into the Agreement,”; (2) adding the words “or enter” between “have entered” and “into a written agreement” in the second line; and (3) adding the following prior to the period at the end of the Section: “; *provided however*, CP does not waive any of its rights or excuse SD from any of its duties to CP under such written agreement relating to the non-disclosure of information”.

(iii) Section 2.15 is amended by (1) adding “on a need-to-know basis” in the fourth line after “Material Confidential Information” and prior to “to (i) any”; (2) adding the following to the end of the first sentence “; *provided however*, the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential”; (3) replacing the second sentence in Section 2.15 up to the colon with the following: “Subject to the foregoing, Material Confidential Information may be disclosed to any person acting in a structuring, sales or trading capacity for SD or any affiliate of SD as permitted by CFTC Regulation 23.410(c)(2); *provided that* nothing in the foregoing shall waive any violation of CFTC Regulation 23.410(a); and *provided further that* for purposes of the foregoing, CP and SD agree that:”.

(c) Information Updating.

(i) Section 2.1 is amended by (1) deleting “and (iii) all DF Supplement Information that is financial information furnished by or on behalf of it to the other party has been prepared in accordance with applicable accounting standards, consistently applied.”; (2) adding an “and” before “(ii)”; and (3) adding a period after “in any material respect”.

(ii) Section 2.3 is amended by adding the following prior to the period at the end of the Section: “and shall be deemed made when provided or given so that no misrepresentation by CP is deemed to occur due to the one day delay built into the definition of “Notice Effective Date”.”

(iii) Section 2.9 is deleted and replaced with the following: “The parties agree that if the Non-Reporting Counterparty has reported a Swap under the Agreement as an “international swap” to a non-U.S. trade repository, it shall notify the Reporting Counterparty as soon as practicable and in accordance with the Notice Procedures, of the (i) identity of each non-U.S. trade repository not registered with the CFTC to which the Non-Reporting Counterparty or its agent has reported the Swap; and (ii) swap identifier used by such non-U.S. trade repository to identify the Swap.”

(iv) Section 2.10 is deleted and replaced with the following:

“2.10 Each party agrees that if it is the Non-Reporting Counterparty with respect to a Swap under the Agreement, then upon the occurrence of any corporate event (the meaning of “corporate event” as used in CFTC Regulation 45.1 to be reasonably determined by the Non-Reporting Counterparty unless and until the CFTC issues a specific definition of such term) with respect to the Non-Reporting Counterparty that is also a “life cycle event” (as that term is defined in CFTC Regulation 45.1) in respect of that Swap, it will, as soon as practicable, but in no event later than 10 a.m. on the second “business day” (as that term is defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify the Reporting Counterparty with respect to the Swap of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with any reporting requirements imposed by the DF Supplement Rules relevant to such other party’s compliance with the DF Supplement Rules reporting requirements (see CFTC Regulation 45.4(c)).”

(d) CP Acknowledgements.

(i) Section 2.19 is amended by adding “, which may include an electronic communication” after the words “will be confirmed in writing”.

(ii) Section 2.20 is amended by adding the following to the end of the Section: “If a party has represented to the other party that it is an “eligible contract participant” as defined in Section 1a(18) of the Commodity Exchange Act, then such party is not a Hedging Entity ECP and therefore does not make the representation in this Section 2.20.”

(iii) Section 2.22(a) is amended by replacing the words “to allow CP to assess its potential exposure in connection with such Swap” with “in accordance with the requirements of the DF Supplement Rules (CFTC Regulation 23.431(b)(1) – (4))”.

Article 3: **Representations and Warranties**

3.1 *Mutual Representations.* Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Swap Transaction Event) that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and
- (b) It has the power to execute this Amendment.

3.2 *Representation of Swap Dealer.* SD represents to CP (which representation will be deemed to be repeated by SD as of the time of each Swap Transaction Event) that it has determined it is a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) and is registered or intends to register accordingly.

Article 4: **Miscellaneous**

4.1 *No Other Agreement.* Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 *Headings.* The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.3 *Governing Law.* This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 *Counterparts.* This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SD

DocuSigned by:

31035F70048D421...

By:
Name: Jeffrey A. Gollomp
Title: Director

CP

By: City of Roseville
Name: Dominick Casey
Title: City Manager

By executing this Amendment on the relevant signature block below, the signatory agrees to make the representations and agreements applicable to it in the relevant DF Schedule of the DF Supplement.

Todd Anthony White,

solely as CP's Designated QIR and solely to make the representations and agreements applicable to it as Designated QIR in DF Schedule 4.

By: _____

Name: Petra Wallace

Title: Electric Risk and Compliance Manager

Date:

EXHIBIT A

(THIS EXHIBIT A IS ONLY FOR THOSE PARTIES WHO HAVE CHOSEN OPTION ONE IN SECTION 1.1. IF OPTION TWO IS SELECTED PARTIES DO NOT NEED TO FILL OUT THIS EXHIBIT A, BUT INSTEAD EXCHANGE THE ISDA QUESTIONNAIRE.)

Party Information

Citigroup Energy Inc. ("SD")	City of Roseville ("CP")
SD CICI/Legal Entity Identifier: MYFT8WQ81RUPOYSDE35	CP CICI/Legal Entity Identifier: 549300OH100KESVPND17
Principal Address: 2700 Post Oak Boulevard, Suite 400 Houston, Texas 77056 Attention: Legal Department	Principal Address:
	2090 Hilltop Circle Roseville, CA 95747
Fax: 713 552 1192	Phone: 916-797-6937
Fax:	Fax: 916-774-5583
Email:	Email: None
Notices:	Notices:
Address: 2800 Post Oak Boulevard, Suite 500 Houston, Texas 77056 Attention: Legal Department	Address: 2090 Hilltop Circle Roseville, CA 95747
Phone:	Phone: 916-797-6937
Fax: 713 752 5244	Fax: 916-774-5583
Email:	Email: None
Special Instructions:	Special Instructions:
SD Principal Occupation or Business: Commodity Marketer	CP Principal Occupation or Business: CP is a Municipal Electric Utility that uses swaps to hedge or mitigate commercial risks.
Address for Complaints: Citi ICG Regulatory Address: 540 Crosspoint Parkway Getzville, New York 14068 Phone: 877 242 2667 (US)/ 800 11114444 (Outside US) DFQ@citi.com	

SD's Guarantor: Citigroup Global Markets Holdings Inc.		CP's Guarantor: None	
Address: 153 East 53 rd Street, 5 th Floor New York, New York 10013 Attention: Treasurer:		Address:	
Phone:		Phone:	
Fax: 212 793 0111		Fax:	
Email:		Email:	
		CP Third Party Control Person (if applicable): None	
		Address:	
		Phone:	
		Fax:	
		Email:	
Description of Swap activity: Merchant handling commodity products; swap dealer		Description of Swap activity: All swaps are used by CP to hedge or mitigate commercial risks per CEA § 2(h)(7).	
Oral Disclosure of Pre-Trade Mark Election – Does CP agree to receive oral disclosure (with written confirmation to follow post-trade) of (1) pre-trade marks pursuant to CFTC Regulation 23.431(a)(3)(i) and (ii); and (2) basic material economic terms, including price, notional amount and termination date, pursuant to CFTC Regulation 23.431(a)(2)?			
☒ Yes		☐ No	
Commodity Pool Disclosure – Is CP a “commodity pool,” as that term is defined in Section 1(a)(10) of the Commodity Exchange Act and the CFTC Regulations?			
☐ Yes		☐ No Answer	☒ No
Financial Entity Disclosure – Is CP a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and the CFTC Regulations?			
☐ Yes		☐ No Answer	☒ No

Eligible Contract Participant – CP is an “eligible contract participant,” as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations thereunder, and the following applies:

☒ **Large Entity:** It is a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding \$10,000,000 or (2) the obligations of which under the Swap transactions are guaranteed or otherwise supported by a letter of credit, or keepwell, support or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding \$10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, or an Eligible Government Entity.

☐ **Other (please specify):** _____

Regulated Swap Entity Disclosure. Is CP any of the following:

A “swap dealer,” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg)?

☐ Yes

☒ No

A “security-based swap dealer” as defined in Section 3(a)(71) of the Securities Exchange Act and Rule 3a71-1 thereunder?

☐ Yes

☒ No

A “major swap participant,” as defined in Section 1a(33) of the Commodity Exchange Act and CFTC Regulation 1.3(hhh)?

☐ Yes

☒ No

A “major security-based swap participant,” as defined in Section 3(a)(67) of the Securities Exchange Act and Rule 3a67-1 thereafter?

☐ Yes

☒ No

Schedules of the ISDA August 2012 DF Supplement – The parties agree Schedules 1 and 2 of the ISDA 2012 DF Supplement shall apply and be incorporated as agreed herein. Schedules 3 and 4 will be incorporated as agreed herein, if elected:

☐ Schedule 3

☒ Schedule 4

If Schedule 3 is incorporated and the CP has Designated Evaluation Agent(s) provide CP’s Designated Evaluation Agent information:

Name:

Address:

Phone:

Fax:

Email:

If Schedule 4 is incorporated, provide CP’s Designated QIR information:

Name: Todd Anthony White

Address: 2090 Hilltop Circle
Roseville, CA 95747

Phone: 916 746-1668

Fax: 916 774-5583

Email: twhite@roseville.ca.us

Special Entity Disclosure. Is CP a “special entity” as defined in Section 4s(h)(2)(C) of the Commodity Exchange Act and CFTC Regulation 23.401(c) thereunder?	
☒ Yes	☐ No
If CP is a “Special Entity,” select the applicable subsection: ☐ CP is a Federal Agency. ☒ CP is a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State.	
Addendum I. Do the parties incorporate herein by reference Addendum I to the ISDA August 2012 DF Protocol Questionnaire, published by ISDA on December 13, 2012?	
☐ Yes	☒ No
Addendum I - Active Funds – Is CP an “Active Fund”?	
☐ Yes	☒ No
Addendum I – Additional Representations for Commodity Pools	
If CP indicated above that it is a Commodity Pool and CP is an Eligible Contract Participant solely on account of its status as a Large Entity and/or as a Hedging Entity ECP (see below for definitions of these terms), then CP is deemed to make the following additional representation: CP represents that, effective on (i) the later of (A) the ECP Modification Effective Date and (B) the date of this Amendment and (ii) on the date of each Swap Transaction Event following such date, unless CP has notified SD to the contrary prior to such date, CP has total assets exceeding \$5,000,000 and is operated by (and, if CP was formed on or after December 31, 2012 or such later date as the CFTC may specify under applicable regulations, is formed by) (1) a person registered as a Commodity Pool Operator with the CFTC, (2) a person excluded from the Commodity Pool Operator definition under CFTC Regulation 4.5 or otherwise, (3) a person properly exempt from registration as a Commodity Pool Operator under CFTC Regulation 4.13(a)(3) or otherwise, or (4) a foreign person performing a similar role or function, subject as such to foreign regulation.	



AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT

This Amendment Adopting, Incorporating and Amending the ISDA March 2013 DF Supplement (this “Amendment”) is made as of August 21, 2020 (the “Effective Date”) by and between **Citigroup Energy Inc.** (“SD”) and **City of Roseville** (“CP”).

WHEREAS, reference is made to the ISDA March 2013 DF Supplement published by the International Swaps and Derivatives Association, Inc. (“ISDA®”) on March 22, 2013 (the “ISDA March 2013 DF Supplement”; capitalized terms used and not otherwise defined herein are defined in the ISDA March 2013 DF Supplement and its Questionnaire); and

WHEREAS, the parties desire to amend the terms of the ISDA March 2013 DF Supplement and apply it to that certain ISDA Master Agreement dated August 21, 2020 (the “Covered Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:

Adoption and Incorporation of the ISDA March 2013 DF Supplement

1.1 *Adherence to Protocol Agreement.*

SELECT ONE:

☒ Option One: In lieu of using the procedures set forth in the Protocol Agreement, the ISDA March 2013 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and governs all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA March 2013 DF Supplement into the Covered Agreement by execution of this Amendment, rather than pursuant to the procedure set forth in the ISDA March 2013 DF Protocol Agreement (the “Protocol Agreement”) or the Adherence Letter (as defined in the Protocol Agreement), the

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ISDA March 2013 DF Supplement or the ISDA March 2013 DF Questionnaire (the “Questionnaire”). The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, as so adopted and incorporated hereby, means “this Amendment,” and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. Exhibit A hereto shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement. The information contained in Exhibit A as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

☐ Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA March 2013 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire and ISDA March 2013 DF Supplement govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA March 2013 DF Supplement and Questionnaire govern as amended by this Amendment. The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, means the ISDA March 2013 DF Supplement as amended by this Amendment, and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

1.2 CFTC Swap Entity. SD shall be a “CFTC Swap Entity” for purposes of the ISDA March 2013 DF Supplement.

1.3 Notice Procedures. If Option One is selected and both CP and SD provide the applicable email addresses for delivery of notices in Exhibit A, then Notice Procedures for purposes of the ISDA March 2013 DF Supplement will include the additional procedures set forth in Sections 7(c)(v), (vi) and (vii) of the Protocol Agreement for the purposes specified in each respective Section provided that each reference to “such Matched PCA Party’s Questionnaire” shall be deemed to be a reference to the information specified by the SD or CP, as applicable, in Exhibit A.

Article 2:

Amendments to the ISDA March 2013 DF Supplement

2.1 Amendment to March 2013 DF Schedule 1 of the ISDA March 2013 DF Supplement; Defined Terms.

(i) “**March 2013 DF Supplement Information**” is amended by adding to the end of the Section: “The only March 2013 DF Supplement Information exchanged by the parties as of the date hereof is Exhibit A or the Questionnaire, as applicable, along with any other information that the parties have agreed in writing is March 2013 DF Supplement Information.”

2.2 Amendments to March 2013 DF Schedule 2 of the ISDA March 2013 DF Supplement; General Terms.

- (i) Section 2.2 is amended by adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”
- (ii) Section 2.5 is amended by replacing the word “Swaps” in 2.5(b) with the word “swaps” and each use of the word “Swap” in 2.5(c) with the word “swap.”
- (iii) Section 2.9 is amended by replacing “in writing prior to the execution of such Swap” with “in writing delivered in any form, including electronically, prior to or at the time of execution of such Swap.”

2.3 Amendments to March 2013 DF Schedule 3 of the ISDA March 2013 DF Supplement; Calculation of Risk Valuations and Dispute Resolution.

- (i) Section 3.3(iii) is amended by inserting the words “viewable at no cost to CP” after the words “posting on a secure web page.”
- (ii) Section 3.5 is amended by (a) inserting the words “, subject to Section 3.6 below if applicable,” between the words “Notice Procedures” and “on or prior” and (b) replacing the words “shall include CP’s” with “shall include or be followed as soon as reasonably practicable with CP’s.”
- (iii) Section 3.11 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting calculation of termination payments, CSA Valuation, exposure or payment calculations, dispute resolution mechanisms, or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

2.4 Amendments to March 2013 DF Schedule 4 of the ISDA March 2013 DF Supplement; Portfolio Reconciliation.

- (i) Section 4.2(c) is amended by deleting “, and in any event not later than the close of business on the second Local Business Day of CP following the Data Delivery Date.”
- (ii) Section 4.7 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting any agreement or other procedure for the exchange, delivery and/or reconciliation of Portfolio Data and/or the resolution of any discrepancy between them or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

Article 3:
Representations and Warranties

3.1 *Mutual Representations.* Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Transaction Event) that:

- (i) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and
- (ii) It has the power to execute this Amendment.

3.2 *Representation of CP.* All information and representations provided in Exhibit A are based on CP's understanding and interpretation of the CEA and CFTC Regulations as of the date hereof, after reasonable diligence and inquiry. In the event that factual information with respect to CP set forth in Exhibit A changes, CP agrees to correct such information no later than the next following Transaction Event.

Article 4:
Miscellaneous

4.1 *No Other Agreement.* Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 *Headings.* The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

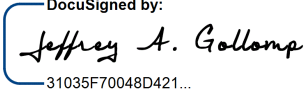
4.3 *Governing Law.* This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 *Counterparts.* This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SD Citigroup Energy Inc.

CP-City of Roseville

By: 
Name: Jeffrey A. Gollomp
Title: Director

By: _____
Name: Dominick Casey
Title: City Manager

EXHIBIT A

THIS EXHIBIT A IS ONLY FOR PARTIES WHO HAVE CHOSEN OPTION ONE IN SECTION 1.1. IF OPTION TWO IS SELECTED, PARTIES DO NOT FILL OUT THIS EXHIBIT A, BUT INSTEAD EXCHANGE THE ISDA QUESTIONNAIRE.

Parties to the IECA Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Protocol were asked for some of the same information in the related Exhibit A or ISDA August 2012 DF Protocol Questionnaire, as applicable. Information provided in this Exhibit A will be deemed an update to information provided therein. Capitalized terms used in this Exhibit A and not defined in the ISDA March 2013 DF Supplement are defined in the ISDA March 2013 DF Protocol Questionnaire.

SD INFORMATION:
Citigroup Energy Inc. (“SD”)
SD CICI/Legal Entity Identifier: MYFT8WQ81RUPOYSDE35
Financial Company – Is SD a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? ☒ Yes ☐ No
Insured Depository Institution – Is SD an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? ☐ Yes ☒ No
SD Email Address for Delivery of Notices Email: DFQ@Citi.com

CP INFORMATION:
City of Roseville (“CP”)
CP CICI/Legal Entity Identifier: 549300OH100KESVPND17
Financial Entity Disclosure – To the best of its knowledge, CP is a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and any applicable CFTC Regulations? ☐ Yes ☒ No
Financial Company – Is CP a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? ☐ Yes ☒ No
Insured Depository Institution – Is CP an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? ☐ Yes ☒ No
CP Email Address for Delivery of Notices Email:

END USER ELECTION:
Standing End-User Exception Election - Does CP elect the End-User Exception for each Swap entered into hereunder that is subject to a mandatory clearing determination under Section 2(h) of the CEA? ☒ Yes ☐ No
Standing Opt-Out of Annual Filing – Does CP notify SD that it will <u>not</u> make an annual filing pursuant to CFTC Regulation 50.50(b)(2) for any swap subject to mandatory clearing? ☐ Yes ☒ No
TRADE FILING INFORMATION:
If CP answered “Yes” to the “financial entity” question above, does CP elect any of the following exceptions? ☐ Financial Affiliate Exception ☐ Hedging Affiliate Exception ☐ Small Bank Exception
How does CP generally meet its financial obligations associated with entering into non-cleared swaps? ☐ A written credit support agreement ☐ Pledged or segregated assets (including posting or receiving margin pursuant to a credit support arrangement or otherwise) ☐ A written third-party guarantee ☐ Its available financial resources ☐ Other:
Is CP a SEC Issuer/Filer? ☐ Yes – If yes, specify CP’s SEC Central Index Key number: ☐ No
If CP is a SEC Issuer/Filer, did CP receive Election Approval? ☐ Yes ☐ No

PROTOCOL MASTER AGREEMENT:
Do the parties agree to enter into an ISDA March 2013 DF Protocol Master Agreement in the form of Section 4 of the ISDA March 2013 DF Protocol Agreement? (“No” shall apply unless noted otherwise.) ☐ Yes ☒ No
<i>If the parties have agreed to enter into an ISDA March 2013 DF Protocol Master Agreement:</i>
SD’s notice information for such purpose is as follows: Address: Phone: Fax: Email: Electronic Messaging System Details: Specific Instructions:

CP's notice information for such purpose is as follows:

Address:

Phone:

Fax:

Email:

Electronic Messaging System Details:

Specific Instructions:

SCHEDULE 3 & 4 ELECTIONS:☐ **Check if DF Schedule 3 applies**

If checked, provide the following:

SD Email Address for Delivery of Risk Valuations:

CP Email Address for Delivery of Risk Valuations:

☐ **Check if DF Schedule 4 applies**

If checked, provide the following:

SD Email Address for Delivery of Portfolio Data:

CP Email Address for Delivery of Portfolio Data: PortfolioValuation@acespower.com

Does CP agree to review or exchange Portfolio Data? (select one)

☒ Review☐ Exchange

Does CP agree to reconcile against SDR Data?

☒ Yes – so long as this method of reconciliation is at no cost to CP.☐ No**Local Business Day** city or cities (if other than the City of New York):**SD:****CP:** City of New York



COUNCIL COMMUNICATION

CC #: 1026

File #: 0206-03-01

Title: Baseline at Sierra Vista Community Facilities District No. 1, Public Facilities - Intent to Form and Incur Indebtedness

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the following resolutions and set a meeting date of November 18, 2020, at 6:00 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing:

- A Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax Therein to Finance Public Facilities and Public Services in and for such Community Facilities District
- A Resolution of the City Council of the City of Roseville of Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) and Improvement Areas Within

BACKGROUND

It is the request of the Developer, D.F. Properties, Inc. to form a Community Facilities District within the Sierra Vista Specific Plan in order to fund certain backbone infrastructure fees, in-tract improvements, and obligations.

The project has a total of 218 residential units, 115 low-density residential units and 103 medium-density residential units, as well as around 81 acres of commercial. The project is planned for two phases, with the residential portion being Phase 1, and also the initial boundary area for the District. The commercial portion of the project will be Phase 2, and will be identified as the future annexation area for the District.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of bonds will not impact the City's General Fund.

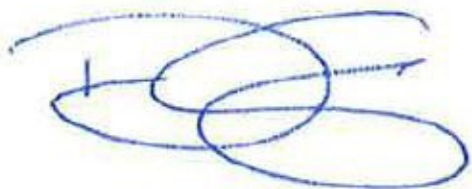
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the resolutions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-385

Resolution No. 20-386

Proposed Boundary Map

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-385

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), the City Council of the City of Roseville (the "City Council") is authorized to establish a community facilities district and a future annexation area, and to act as the legislative body for such community facilities district; and

WHEREAS, the Act provides that for purposes of financing of, or contributing to the financing of, all or a portion of public facilities to be financed by the community facilities district the legislative body may designate a portion or portions of the district as one or more improvement areas ("Improvement Areas") and that after the designation of Improvement Areas, proceedings for purposes of the Act may apply only to the respective Improvement Area or Improvement Areas for those specified facilities; and

WHEREAS, the City Council, having received indications of interest on behalf of the owners of the areas of land proposed to be included in a proposed community facilities district, desires to proceed with the establishment of a community facilities district and an initial Improvement Area therein, and a future annexation area from which additional Improvement Areas may be created, all in order to finance costs of public infrastructure and services necessary or incidental to new development in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. It is proposed to establish a community facilities district, an initial improvement area therein, and future annexation area within the City of Roseville under the terms of the Act to finance costs of public infrastructure and services necessary or incidental to new development in the City, which may include the payment of development impact fees related thereto.

2. The name proposed for the community facilities district is the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (including designated Improvement Areas, the "CFD"). The name proposed for the future annexation area is the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the "Future Annexation Area").

Pursuant to Section 53350 of the Act, the territory to be initially included in the CFD (as shown on the map described in Section 3 hereof) is hereby designated to include an initial improvement area as "Improvement Area No. 1 of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)" ("Improvement Area No. 1"). The initial boundary of the CFD is coterminous with the initial boundary of Improvement Area No. 1.

3. The proposed boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are as shown on the map of them on file with the Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area in the office of the Placer County Recorder within 15 days of the date of adoption of this Resolution. The City Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

All or any portions of territory that annexes into the CFD from the Future Annexation Area or otherwise may be annexed into Improvement Area No. 1 or into a separate Improvement Area then in existence or to be designated at the time of such annexation and no additional hearings, resolutions of the City Council or other procedures are required.

The Unanimous Approval shall specify annexation into Improvement Area No. 1 or into an Improvement Area then in existence or to be designated pursuant to the Unanimous Consent. After the designation of a parcel or parcels as an Improvement Area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from Improvement Area No. 1 or any other Improvement Areas, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such Improvement Area. Likewise, all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into a separate zone of any Improvement Area then in existence or to be designated at the time of such annexation and no additional hearings or procedures are required and the rate and method of apportionment applicable to such zone may differ from other areas of the CFD as set forth in the Unanimous Approval and shall apply only to the parcel or parcels within such zone, as provided in the Unanimous Consent.

4. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities (as defined below), and/or the principal and interest as it becomes due on bonds issued by the City for each Improvement Area within the CFD to construct and/or acquire the Facilities, a special tax (the "Facilities Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the applicable Improvement Area of the CFD, will be levied annually within each Improvement Area, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners.

Except to the extent that funds are otherwise available to the CFD to pay for the Services (as defined below), a special tax (the "Maintenance Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners.

The proposed rate and method of apportionment of the Facilities Special Tax and Maintenance Special Tax (together, the "Special Tax") among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in the Rate, Method of Apportionment and Manner of Collection of Special Tax attached hereto as Exhibit A and hereby incorporated herein (the "Rate and Method"). At such time as territory within the Future Annexation Area is annexed into the CFD pursuant to the Unanimous Consent, approval of a rate and method of apportionment for such territory may differ from that of other Improvement Areas as set forth in the Unanimous Approval, and shall provide sufficient detail to allow each landowner within the annexed territory to estimate the maximum amount such owner will have to pay.

A Facilities Special Tax shall not be levied in an Improvement Area after the fiscal year identified in the rate and method for such Improvement Area, except that a Facilities Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Facilities Special Tax levied against any parcel in such Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Improvement Area in contravention of the Act, including Section 53321(d) of the Act.

As required by Section 53339.3(d) of the Act, as to annexed property, the City Council hereby determines that the Facilities Special Tax proposed to pay for public facilities financed with bonds that have already been issued and that are secured by an existing Improvement Area shall be the same as the tax levied in such existing Improvement Area for that purpose, except that a higher Special Tax may be levied for that purpose within the territory proposed to be annexed or to be annexed into such Improvement Area in the future to compensate for the interest and principal previously paid by such existing Improvement Area, less any depreciation allocable to the public facility. In so finding, the City Council does not intend to limit its ability to levy a Facilities Special Tax within territory to be annexed or to be annexed in the future to pay for new or additional public facilities, with or without bond financing.

The Maintenance Special Tax proposed to pay for Services to be supplied within the territory annexed in the future shall be equal to any Maintenance Special Tax levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the existing CFD. The foregoing shall not be construed to limit the levy of the Special Tax within the territory to be annexed in the future to provide new or additional Services beyond those supplied within the existing territory of the CFD, or to pay for new or additional Facilities, with or without bond financing.

5. The type of public facilities proposed to be financed in whole or in part by the CFD, Improvement Area No. 1 and any Future Improvement Areas and pursuant to the Act shall consist of those items listed as facilities on Exhibit B hereto (the "Facilities") and the type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as services on Exhibit B hereto (the "Services"). The Council hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD and the Future Annexation Area. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds). Land annexed into the CFD pursuant to a Unanimous Approval may specify additional facilities and services to be financed by the Special

Taxes levied on such annexed land, as set forth in the Unanimous Consent, without additional proceedings, provided the conditions set forth in this Section with respect to the original Facilities and Services are met.

The City Council hereby finds and determines that Section 53329.5(a) of the Act relating to the City calling for bids for construction of the Facilities are inapplicable to the CFD in that the City will acquire but not construct the Facilities. To that end, City may enter into one or more contracts directly with any owner or developer of land within the CFD for acquisition of Facilities.

The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon the City as the result of development occurring within the area of the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof. Similarly, services to be financed by special taxes upon territory within the Future Annexation Area shall be in addition to those provided in such territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

6. Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California and the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, the City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the applicable Improvement Area which is not exempt in order to yield the required debt service payments and other annual expenses of such Improvement Area, if any, subject to the provisions of the applicable Rate and Method. It is anticipated that the Special Tax will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

7. The levy of the Special Tax shall be subject to the approval of the applicable qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD. The levy of the Special Tax on parcels within the Future Annexation Area and annexed to the CFD shall be subject to the approval of the qualified elector by execution of the Unanimous Approval, and a special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings.

8. It is the intention of the City Council, acting as the legislative body for the CFD, to cause bonds of the City to be issued for each Improvement Area pursuant to the Act to finance in whole or in part the construction and/or acquisition of Facilities. The bonds issued in these proceedings shall be callable in accordance with the provisions of the Act, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, shall mature not to exceed 40 years from the date of the issuance thereof and shall be as more specifically set forth in any resolution authorizing the issuance of such bonds.

9. The Chief Financial Officer of the City, as the officer having charge and control of the Facilities and Services in and for the CFD, or the designee of such official, is hereby directed to cause and direct a study of said proposed CFD and the Facilities and Services, and to cause to be prepared for filing at the public hearing the report required by Section 53321.5 of the Act (the "CFD Report") presenting at least the following:

(a) A brief description of the Facilities and Services by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities and Services, including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

The CFD Report shall be made a part of the record of the public hearing specified below.

10. The City Council hereby sets November 18, 2020 at 6:00 p.m. either virtually if so noticed or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and the Future Annexation Area, and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the Future Annexation Area, and the levy of the Special Tax. At the hearing, testimony concerning the CFD, the extent of the CFD and the Future Annexation Area, or the furnishing of the particular types of public facilities and public services will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed improvements or proposed special tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

11. The City Clerk is hereby directed to cause notice of the public hearing, attached hereto as Exhibit C, to be given by one-time publication in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53322 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

12. . This Resolution shall take effect from and after its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2020, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

City of Roseville
Baseline at Sierra Vista Community Facilities District No. 1
(Public Facilities)
(Improvement Area No. 1)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (Improvement Area No. 1) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.

- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable, or is determined to be exempt from the Special Tax under applicable law. A Multifamily Parcel For-Rent may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to Section 4.

"Annexation Parcels" means a Parcel or Parcels annexed to the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of Section 4. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and may be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Facilities Costs" means, for any Fiscal Year, the total of these:

- a. Debt Service to be paid from Facilities Special Taxes.

- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, , and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- f. Authorized Pay-As-You-Go Costs.
- g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"Annual Maintenance Costs" means, for any Fiscal Year, the total of these:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in Attachment 1.

"Authorized Facilities" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"Authorized Services" means those services authorized to be funded, as defined in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2020, and ending June 30, 2021.

"Bond(s)" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"Bond Indenture(s)" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"CFD" means Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

"Chief Financial Officer" or "CFO" means the Chief Financial Officer of the City, or his/her designee.

"City" means the City of Roseville in Placer County, California.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

"Council" means the City Council of the City acting for the CFD under the Act.

"County" means the County of Placer, California.

"Debt Service" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"Deferral Bonding Period" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"Developed Parcel" means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.
- b. For Multifamily For-Rent Parcels and Multifamily For-Sale Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"Development Agreement" means the Development Agreement By and Between the City of Roseville and DF Properties, Inc. relative to the Sierra Vista Specific Plan dated April 28, 2010.

"Development Impact Fee Deferral" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"Expected Land Use(s)" means the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in Attachment 3 of this RMA.

"Facilities Special Tax" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in Attachments 1 and 2.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Full Prepayment" means the complete fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"High Density Residential" means, per the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"Improvement Area" means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

"Improvement Area No. 1" means the area designated as such on Map 1. The area included in Improvement Area No. 1 will be included in the initial boundaries of the CFD.

"Initial Bonding Period" means the period in which Bonds are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral. Each Improvement Area of the CFD will have its own Initial Bonding Period.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Low Density Residential" means, per the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"Maintenance Special Tax" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in Attachment 3.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 1, 2, and 3.

"Maximum Annual Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 1, 2, or 3.

"Maximum Annual Maintenance Special Tax" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in Attachments 1, 2, or 3.

"Maximum Annual Special Tax Rate" means the rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre, as shown in Attachments 1, 2, and 3.

"Maximum Annual Facilities Special Tax Revenue" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"Maximum Annual Maintenance Special Tax Revenue" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium Density Residential" means, per the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"Mixed Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or "Multifamily For-Rent Parcel" means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or "Multifamily For-Sale Parcel" means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in Attachment 1 at formation of the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Partial Prepayment" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Pay-As-You-Go Costs" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from excess Special Tax.

"Prepayment" means the full or partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in Section 8.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"RMA" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or "Subdivided" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in Attachments 1, 2, and 3.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4.a for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to Attachment 1, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Affordable Units, and (c) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of Section 4.g.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2085-86.

"Transition Year" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

“Unit” means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2085-86. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.
- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. Attachment 1 identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor’s Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor’s Parcel on a pro rata basis to all Assessor’s Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor’s Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor’s Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor’s Parcel.
- c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Facilities Special Tax per Unit or Acre shown in Attachment 2 as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. Attachment 1 or 2 shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, Attachments 1, 2, and 3 should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in

Section 4.d. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

- d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.
1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned

Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
- B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from Attachment 2 by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
- C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of Sections 4 through 6.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of the Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the sum of the Maximum Annual Special Tax is less than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall Proportionately increase the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel until the sum of the Maximum Annual Special Tax is equal to the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
4. If an Original Parcel or Successor Parcel is Subdivided creating multiple Nonresidential Use Parcels:
 - A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
 - B. For each Taxable Parcel created by Subdivision multiply the Maximum Annual Facilities Special Tax per Acre by the number of Acres by the appropriate Tax Category.
 - C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the sum of the Maximum Annual Special Tax is less than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall Proportionately increase the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel until the sum of the Maximum Annual Special Tax is equal to the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the

Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in Attachment 2, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in Attachment 2 were determined based on the Expected Land Uses for each Large Lot Parcel shown in Attachment 1. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to Attachment 1, 2, or 3 of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and Attachments 1, 2, or 3. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 4 and 5 of the RMA.
- h. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Tasks required of the Administrator are discussed below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in Attachment 3, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in Section 4.d to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. *When applying Section 4.d after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.*
- c. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in Attachment 3, as adjusted by the Tax Escalation Factor.
- d. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of Sections 5 and 6 of the RMA.
- e. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in Section 2, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.

2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Section 4.
- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. Following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in Sections 4 and 5.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in Sections 4, 5, and 6. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in Section 2.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount

computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in Section 2.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

- f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to Section 10, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

A property owner may at any time prepay 50 percent, but not more or less than 50 percent of the Maximum Annual Facilities Special Tax. For Nonresidential Use Parcels, Full Prepayment is permissible at any time. Full Prepayment is not allowable for Residential Use Parcels.

In addition to the conditions above, the City may allow a Full or Partial Prepayment if the City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years where there will be Outstanding Bonds. Prepayments must be made by May 1 to have the Prepayment reflected in the following Fiscal Year's Special Tax levy. Prepayment is permitted only under the following conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel before Prepayment.
- Following Prepayment, amounts in the reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of Sections 4, 5, and 6. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Facilities Special Tax by 2 percent per annum for the longer of
(i) 30 years from the year in which the Parcel was first subject to the Facilities

Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Step 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. A Partial Prepayment may only be made in an amount equal 50 percent of the Full Prepayment desired by the party making a Partial Prepayment, except that the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to one-half of the Facilities Special Tax that could have been levied before the Partial Prepayment.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1

Baseline at Sierra Vista CFD No. 1 (Public Infrastructure)

Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2020-21 (Improvement Area No. 1)

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Annual Facilities Special Tax per Taxable Acre	Assigned Maximum Facilities Special Tax per Large Lot No.
			Acres	Planned Units				
Improvement Area No. 1						[2] [3]	[2] [3]	[2] [3]
DF-1	Por. 498-010-017	LDR	19.90	100	5.03	\$1,873	\$0	\$187,300
DF-2	Por. 498-010-017	LDR	3.16	15	4.75	\$1,873	\$0	\$28,095
DF-20	Por. 498-010-017	MDR	15.46	103	6.66	\$1,665	\$0	\$171,495
DF-50	Por. 498-010-017	Park	2.08	0	0.00	\$0	\$0	\$0
Totals			40.60	218				\$386,890

att3

[1] Indicates village identifier assigned by City in the Sierra Vista Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 2
Baseline at Sierra Vista CFD No. 1 (PublicInfrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2020-21 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$1,873.00	\$0.00
Medium Density Residential (MDR)	\$1,665.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$6,686.00	\$0.00
Business Professional (BP) [2]	\$6,686.00	\$0.00
Community Commercial (CC) [2]	\$6,686.00	\$0.00
Undeveloped Property	\$9,530.00	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Baseline at Sierra Vista CFD No. 1 (PublicInfrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2020-21 (Improvement Area No. 1) [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)	\$0.00	\$936.50
Medium Density Residential (MDR)	\$0.00	\$832.50
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$3,343.00
Business Professional (BP) [2]	\$0.00	\$3,343.00
Community Commercial (CC) [2]	\$0.00	\$3,343.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF
PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2020.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC
FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING
THEREOF, HELD ON THE _____ DAY OF _____, 2020 BY IT'S
RESOLUTION NO. _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT THE HOUR OF ____ O'CLOCK __ M. IN BOOK ____ OF
MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____

RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

FIDDYMENT ROAD

DO WAY

— CITY OF ROSEVILLE —
PLACER COUNTY

EXHIBIT B

LIST OF AUTHORIZED FACILITIES AND SERVICES

CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (Public Facilities)

Authorized Facilities

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Sections 3.5.17 and 3.5.18, including but not limited to;

- Baseline Road.
- Fiddymment Road.
- Vista Grande Boulevard.
- Upland Drive.
- Sierra Village Drive.
- Market Street.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances

thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcels FD-63 or JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility
- Reimbursement obligation for the Baseline Road 24" water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the Sierra Vista Specific Plan (SVSP) Solid Waste Recycling Center (DA Section 3.14.7).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites planned on Specific Plan Parcel DF-50.
- Construction of Paseos.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels DF-70, DF-71, DF-72, DF-80, and DF-81.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in WRSP Phase 3 and 4.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Fire station reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land

acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

EXHIBIT C

FORM OF

NOTICE OF PUBLIC HEARING ON PROPOSED CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1 (Public Facilities)
AND FUTURE ANNEXATION AREA
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

The City of Roseville is considering the formation of a community facilities district (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") under the authority of the Mello-Roos Community Facilities Act of 1982, as amended, to fund certain public facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District and Future Annexation Area, and Levy a Special Tax in the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District (No. 20-____, adopted October 7, 2020) and its Resolution of The City Council of the City of Roseville of Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (No. 20-____, adopted October 7, 2020) for details of the proposals.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for authorized services and facilities within the CFD, including paying principal and interest on bonds used to build facilities. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

Property within the Future Annexation Area will be annexed to the CFD, and a special tax will be levied on such property, only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without additional hearings or proceedings.

As set forth below, the City Council will hold a public hearing on the establishment of the CFD and the Future Annexation Area, the services and the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue up to \$95,000,000 in bonds (excluding refunding bonds) to be repaid by the facilities portion of the special tax. Neither the City of Roseville nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the City Council of the City of Roseville to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must

approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on November 18, 2020 at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD and the Future Annexation Area, the authorization to levy the special tax, and the authorization to issue the bonds will be heard.

If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If written protests against the establishment of the proposed Future Annexation Area are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed Future Annexation Area, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the proposed Future Annexation Area or by the owners of a majority of the land area within the proposed Future Annexation Area which is or will be subject to the special tax when annexed to the CFD, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, the City Council shall take no further action to create the Future Annexation Area for a period of one year from the date of decision of the City Council.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax within the CFD.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated: _____, 2020

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND IMPROVEMENT AREAS THEREIN

WHEREAS, the City Council of the City of Roseville (the "City Council") has this date adopted its Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Future Improvement Areas, and Authorize the Levy a Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District (the "Resolution of Intention"), stating its intention to form the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD"), "Improvement Area No. 1 of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)" ("Improvement Area No. 1") therein, and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public improvements (the "Facilities") and services, as further provided in that Resolution of Intention; and

WHEREAS, in order to finance the costs of the Facilities it is necessary to incur bonded indebtedness in one or more series for the CFD and to establish a bonded indebtedness limit for the CFD and a bonded indebtedness limit for Improvement Area No. 1; and

WHEREAS, under the Act, parcels within the Future Annexation Area may be annexed into the CFD as a separate improvement area (each an "Improvement Area") to be designated at the time of such annexation only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings; and

WHEREAS, in order to finance the costs of the Facilities to be financed by an Improvement Area designated in the future, it is necessary to incur bonded indebtedness in one or more series for the CFD and Improvement Area No. 1, and provide a means to establish a bonded indebtedness limit for Improvement Areas designated in the future from the Future Annexation Area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. The City Council declares and finds that in order to finance the acquisition and construction of public facilities described in the Resolution of Intention and to be financed by the CFD it is necessary to incur a bonded indebtedness for the CFD.
2. The purpose for which the proposed debt for the CFD is to be incurred is to provide the funds necessary to pay for the cost of Facilities authorized to be financed by the CFD.

3. In order to finance the costs of the Facilities, it is necessary for the City to incur bonded indebtedness for the CFD in an amount not to exceed \$95,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is \$40,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, the bonded indebtedness limit is not to exceed \$55,000,000 (the "Future Improvement Area Indebtedness Limit"). Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Area as an additional Improvement Area, the Unanimous Consent shall include an authorization to incur bonded indebtedness for such Improvement Area in a maximum amount which does not exceed the Future Improvement Area Indebtedness Limit net of the amount or amounts of the Future Improvement Area Indebtedness Limit previously established for an annexed Improvement Area, which limit shall be set forth in a Unanimous Consent. Such allocation may be made without any requirement for further public hearings, City Council action or other additional proceedings, and the City shall include the Unanimous Consent in the City records for the CFD.

4. It is the intention of the City Council that any such bonds issued shall be made callable in accordance with the terms of the Act and as more specifically to be set forth in any resolution authorizing issuance of the bonds, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, and shall mature not to exceed 40 years from the date of the issuance thereof. Bonds may be issued for any Improvement Area and secured independently of any other Improvement Area.

5. In the event any series of bonds issued under the Authorization is refunded to produce savings meeting the requirement of Section 53362.5 of the Act, all or a portion of the savings achieved through the issuance of refunding bonds may be used to finance Facilities insofar as the savings component provides capacity for bonded indebtedness in excess of that being refunded, and such additional bonded indebtedness shall not reduce and may exceed the amount of bonded indebtedness authorized herein. Similarly, in the event any series of bonds issued under an authorization of bonds for any Future Annexation Area is refunded to produce savings meeting the requirement of Section 53362.5 of the Act, all or a portion of the savings achieved through the issuance of such refunding bonds may be used to finance Facilities insofar as the savings component provides capacity for bonded indebtedness in excess of that being refunded, and such additional bonded indebtedness shall not reduce and may exceed the amount of bonded indebtedness authorized for such Improvement Area.

6. The City Council hereby sets November 18, 2020, at 6:00 p.m. either virtually if so noticed or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place for a hearing by the City Council on the proposed bond issue for Improvement Area No. 1. At that time and place any persons interested, including any persons owning property in the CFD, will be heard.

7. The City Clerk is hereby directed to cause notice of said public hearing to be given by one-time publication in a newspaper of general circulation circulated within the CFD and the future annexation area. The publication of said notice shall be completed at least 7 days before the date herein set for said public hearing. Such notice shall be substantially in the form specified

in Section 53346 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

8. This Resolution shall take effect from and after its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2020 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA
COMMUNITIES FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 36, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF _____, 2020.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2020 BY ITS RESOLUTION NO. _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

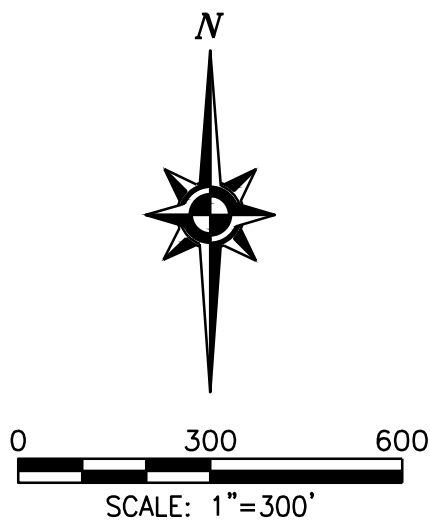
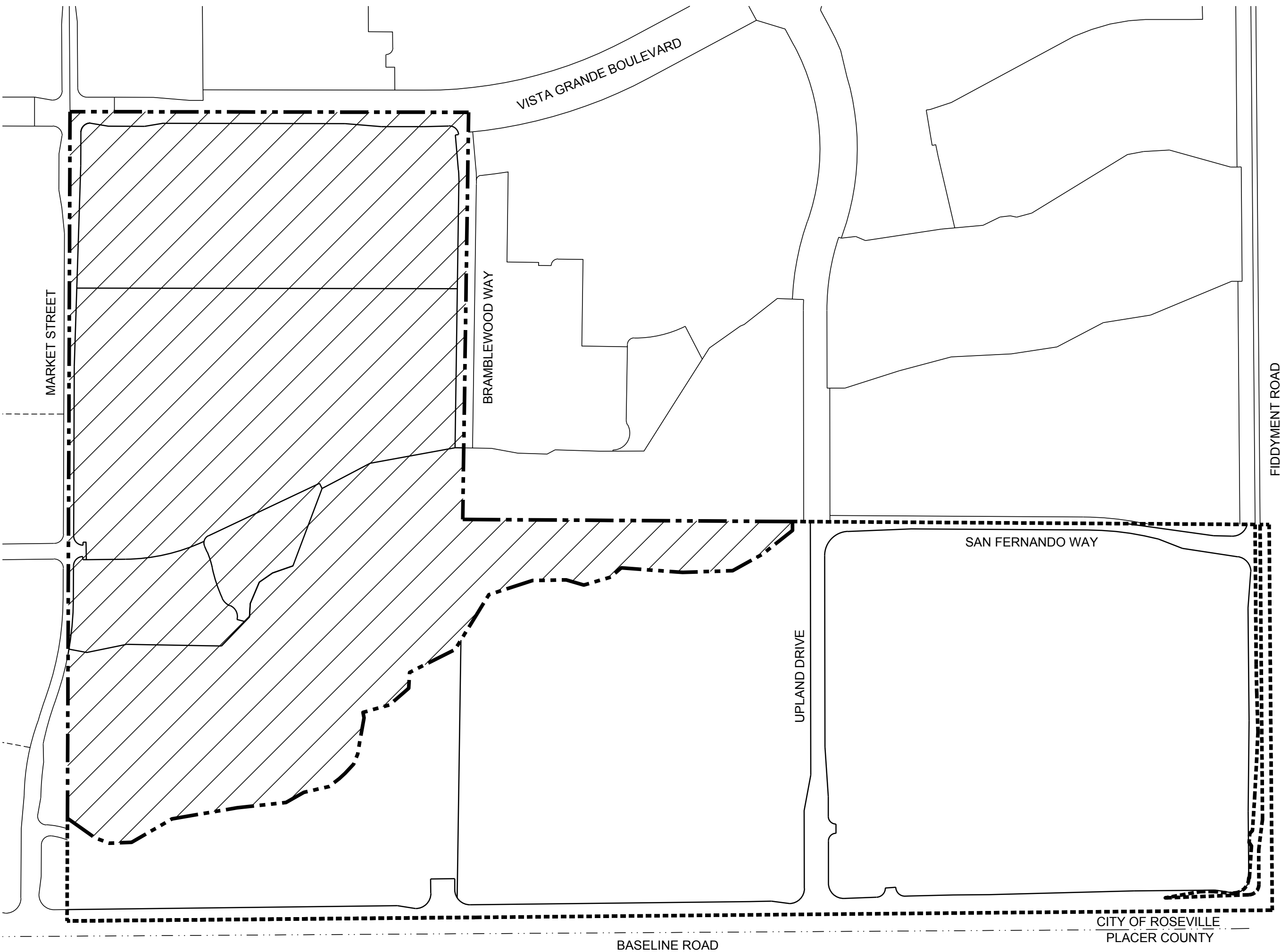
RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2020, AT THE HOUR OF __ O'CLOCK __ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

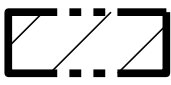
DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



LEGEND

-  PROPOSED CFD BOUNDARY
-  AREAS OF FUTURE ANNEXATION

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

AUGUST 2020
SHEET 1 OF 1 18476.DF20



COUNCIL COMMUNICATION

CC #: 1031

File #: 0400-04-13-1

Title: Creekview - Phase 1 Villages 10, 11 & 15 Final Map and Subdivision Agreement

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements, and accept, subject to improvement, Lots A, B, C and D and the rights of way and the paseo easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 90 residential lots and 4 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

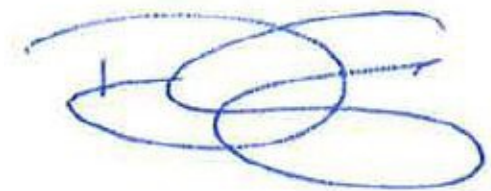
Approval of the Creekview - Phase 1 Village 10, 11 & 15 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 1 Village 10, 11 & 15 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 1 Village 10, 11, & 15 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR and the Addendum

will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 20-391

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 10, 11 & 15" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C AND D, THE STREETS SHOWN HEREON AS PEACEFUL COURT, WALKABOUT COURT, BACKWATER COVE CIRCLE, GRASSCREEK DRIVE, LEMONADE LANE, SKIPPING STONE WAY, AND WHISTLING BEND WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C AND D SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS PEACEFUL COURT, WALKABOUT COURT, BACKWATER COVE CIRCLE, GRASSCREEK DRIVE, LEMONADE LANE, SKIPPING STONE WAY, AND WHISTLING BEND WAY.
- (B) LOTS A, B, C AND D AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: BZ Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON 9/8/20 BEFORE ME, Karron M. Vasquez A NOTARY PUBLIC
PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (s) WHOSE NAME (s) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (s) SHE/THEY EXECUTED THE SAME IN (s) HIS/HER/THEIR AUTHORIZED CAPACITY (s), AND THAT BY HIS/HER/THEIR SIGNATURE (s) ON THE INSTRUMENT THE PERSON (s), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (s) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
Karron M. Vasquez
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Solano COUNTY
MY COMMISSION EXPIRES: 2/14/22 MY COMMISSION NUMBER: 2228832

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW - PHASE 1 VILLAGE 10, 11 & 15" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR. PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 9/4/2020



CITY ENGINEER'S STATEMENT

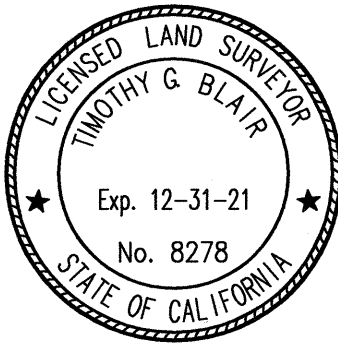
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 10, 11 & 15" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 10, 11 & 15" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 10, 11 & 15", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C AND D, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 6 ON SHEET 2.

DATE: _____ CITY CLERK, CITY OF ROSEVILLE
BY: _____ ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: _____ DEPUTY
FEE: \$ _____

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 16, 19 AND 20 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
Mackay & Somps OCTOBER 2020
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1199
SHEET 1 OF 7 18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Diana L. Edwards
DIANA L. EDWARDS
NORTHERN CA ESCROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana Edwards
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~IS/ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/IT~~ THEY EXECUTED THE SAME IN ~~THEIR/ITS~~ AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER/ITS~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

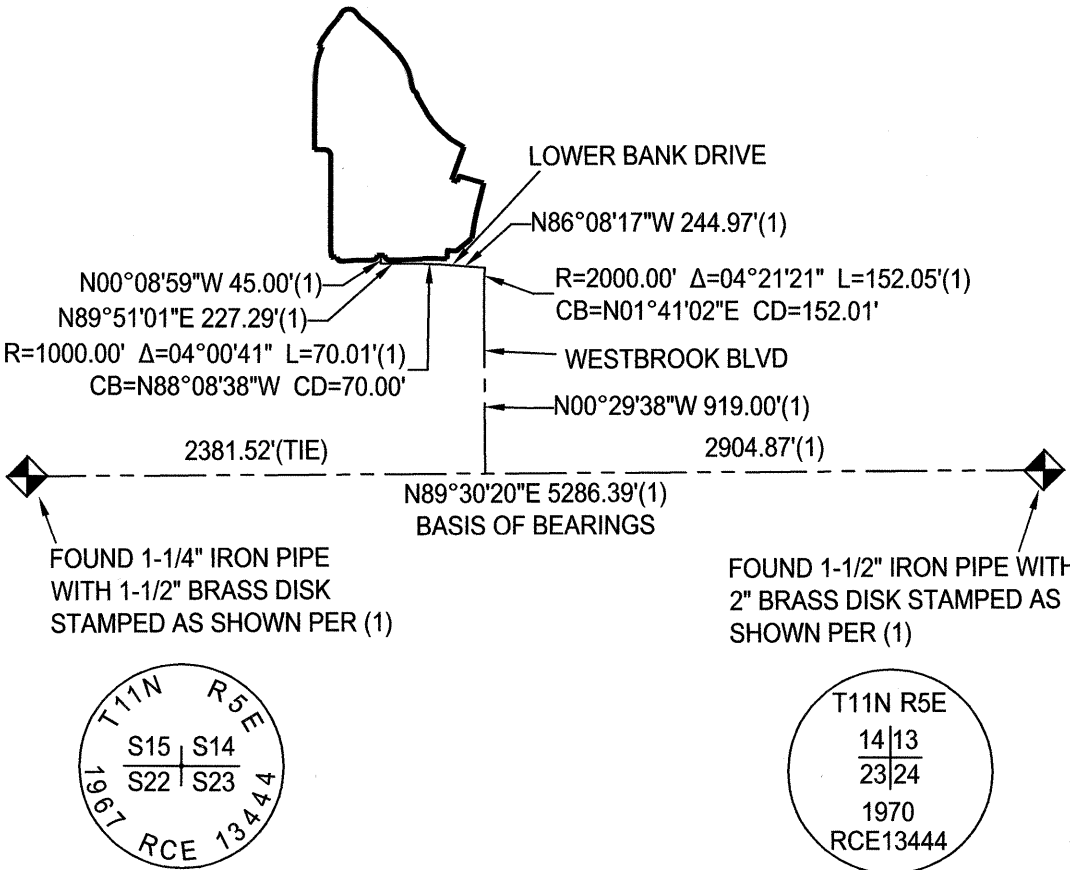
Christina Edwards
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS MAP IS N 89°30'20" W, BEING THE SOUTH LINE OF SECTION 14 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1, LARGE LOT SUBDIVISION SUBDIVISION NO. PL18-0190", RECORDED ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



NOTES

- TOTAL AREA OF THIS SUBDIVISION IS 17.121± ACRES +/-, GROSS, CONSISTING OF 90 RESIDENTIAL LOTS AND 4 LANDSCAPE LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE FRONT PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
- PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

A. THE PORTIONS OF THE FORTY (40) FOOT WIDE IRREVOCABLE OFFERS OF DEDICATION/RIGHT OF WAY (I.O.D./RO.W.) AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" RECORDED IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON.

LEGEND

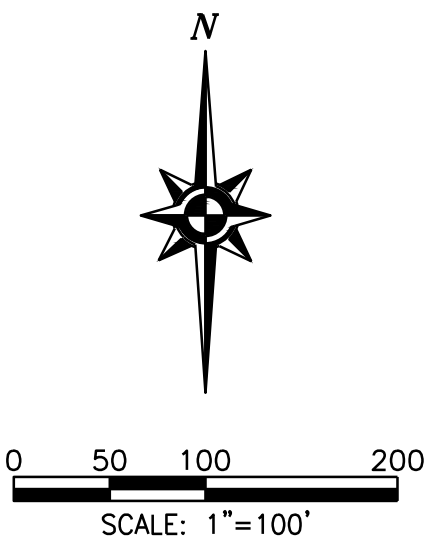
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
- ◆ FOUND SECTION CORNER AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
- ◎ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER CITY OF ROSEVILLE STANDARDS.
- DIMENSION POINT
- () RECORD DATA PER REFERENCE
- AC ACRES
- B.P.E. BIKE PATH EASEMENT
- CB CHORD BEARING
- CD CHORD DISTANCE
- IOD IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- ⊗ SHEET REFERENCE
- — — — — SUBDIVISION BOUNDARY
- — — — — CENTER LINE
- — — — — IOD/ROW
- — — — — LOT LINE & ROW
- — — — — LOT LINE
- — — — — EASEMENT LINE
- ADJACENT PROPERTY LINE
- ┴ FRONT MONUMENT SEE NOTE 4 HEREON
- ┴ REAR MONUMENT SEE NOTE 5 HEREON

REFERENCES:

- (1) EE MAPS 97 (CREEKVIEW PHASE 1 LLM)

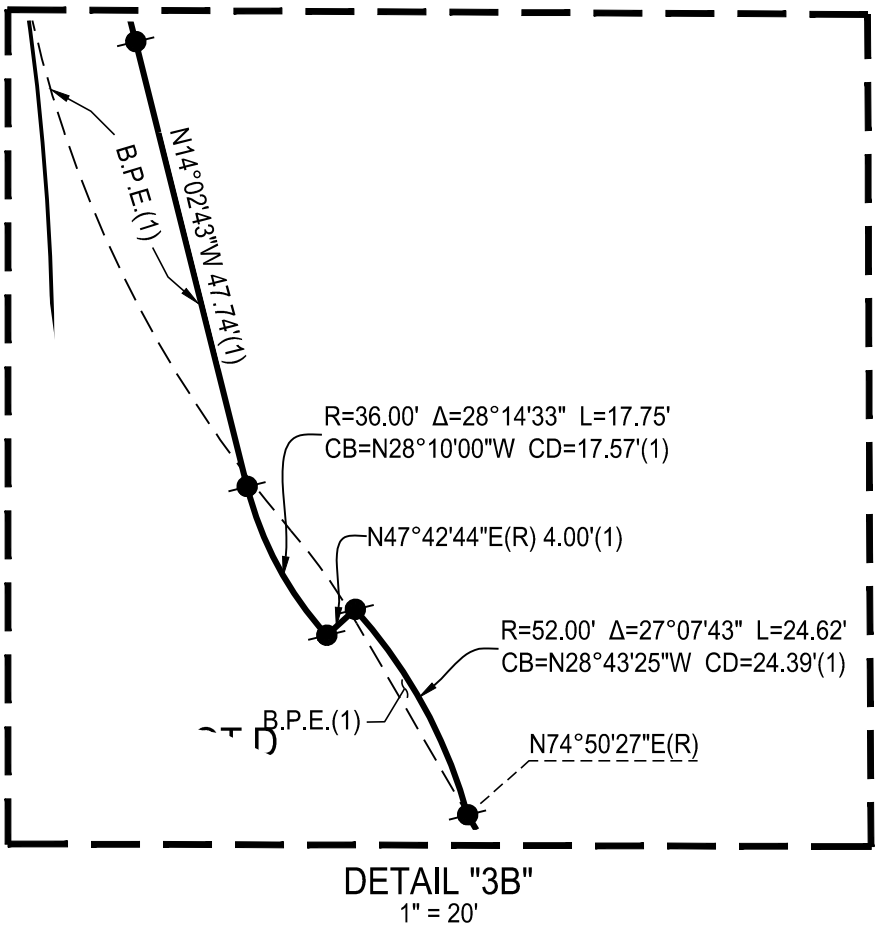
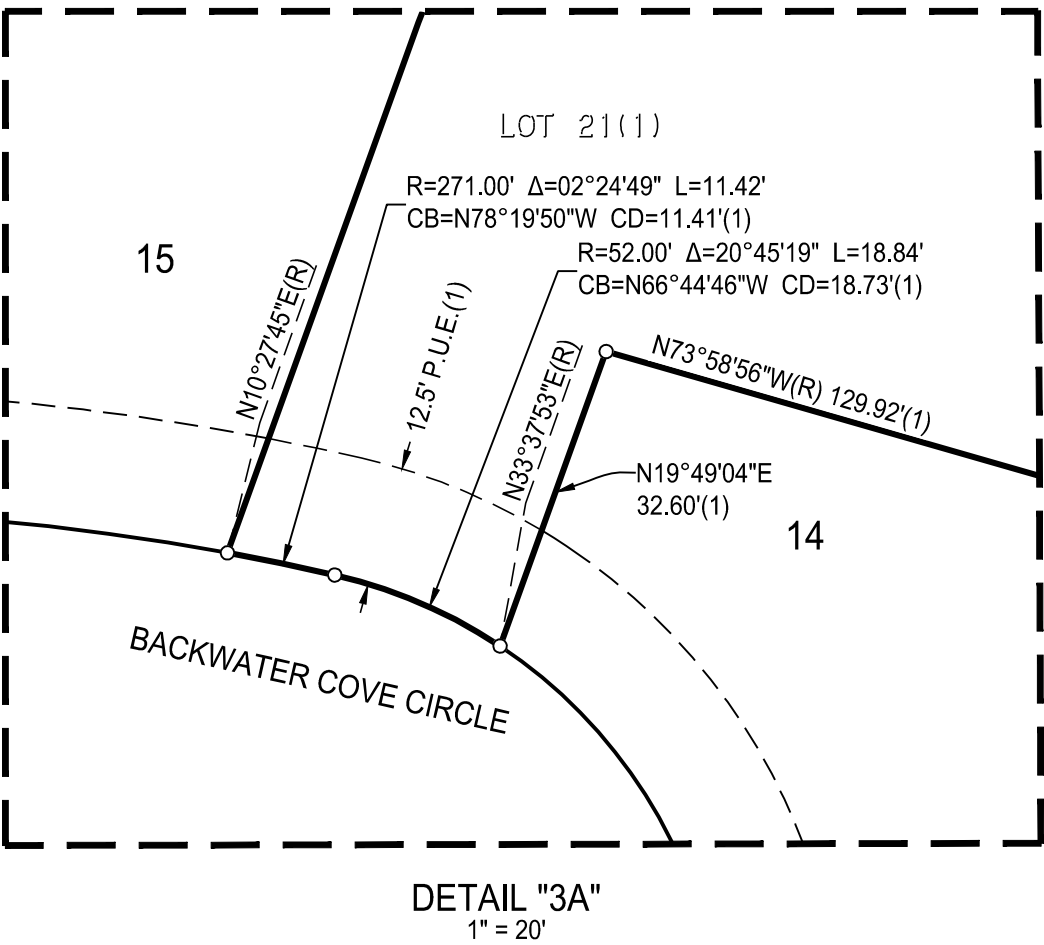
FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 16, 19 AND 20 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1(1)	1000.00'	07°00'41"	122.37'	N89° 38' 38"W	122.30'
C2(1)	26.00'	90°00'00"	40.84'	N45° 08' 59"W	36.77'
C3(1)	26.00'	90°00'00"	40.84'	N44° 51' 01"E	36.77'
C4(1)	619.00'	07°32'57"	81.56'	N86° 04' 33"E	81.50'
C5(1)	26.00'	91°02'16"	41.31'	N52° 10' 48"W	37.10'

Line Table		
Line #	Bearing	Length
L1(1)	N03°51'43"E	45.00'
L2(1)	N86°08'17"W	47.78'
L3(1)	N89°51'01"E	38.00'



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

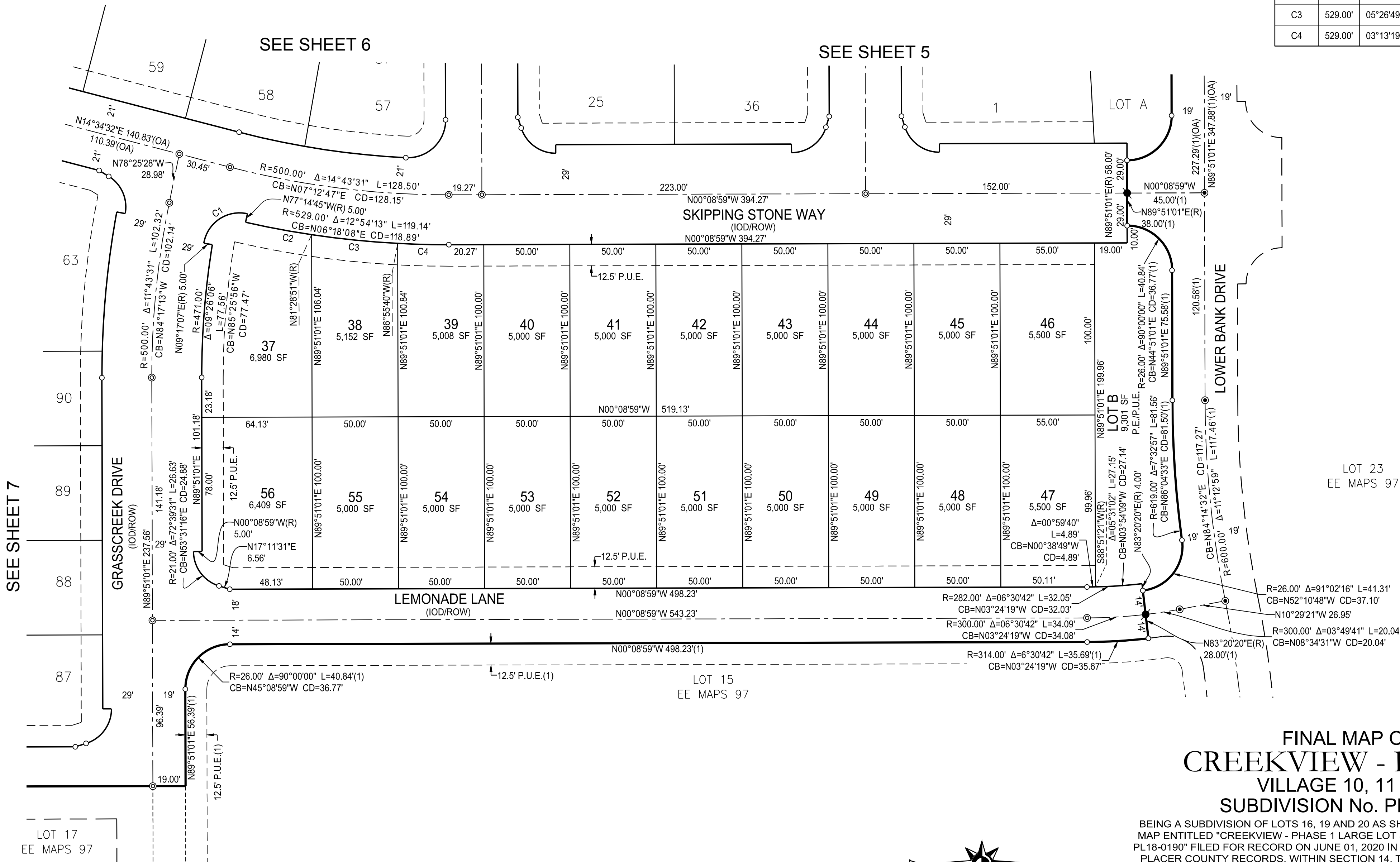
OCTOBER 2020

SHEET 3 OF 7

18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND & REFERENCES

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	21.00'	93°28'07"	34.26'	N33° 58' 49"W	30.58'
C2	529.00'	04°14'06"	39.10'	N10° 38' 12"E	39.09'
C3	529.00'	05°26'49"	50.29'	N05° 47' 45"E	50.27'
C4	529.00'	03°13'19"	29.75'	N01° 27' 41"E	29.74'



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

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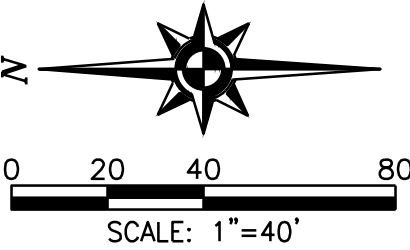
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

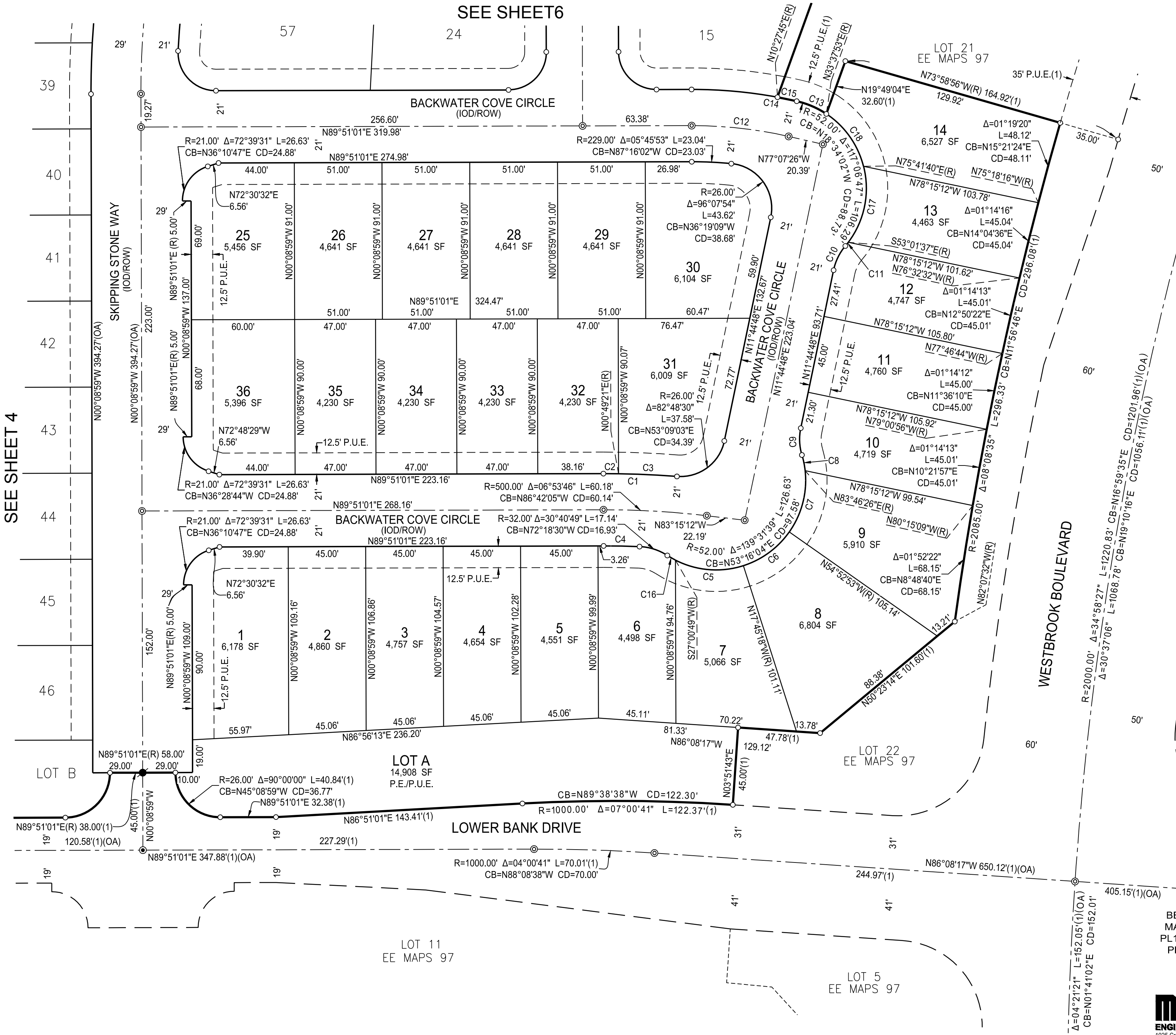
Mackay & Somp
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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2020

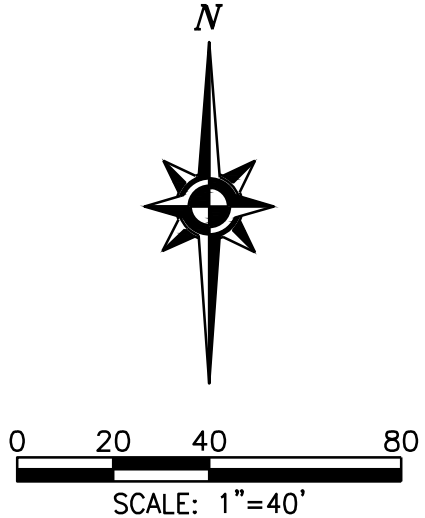
SHEET 4 OF 7

18431.000





Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	521.00'	04°42'17"	42.78'	N87° 47' 50"W	42.77'
C2	521.00'	00°58'20"	8.84'	N89° 39' 49"W	8.84'
C3	521.00'	03°43'57"	33.94'	N87° 18' 40"W	33.93'
C4	479.00'	02°30'04"	20.91'	N88° 53' 57"W	20.91'
C5	52.00'	44°46'07"	40.63'	N85° 22' 15"W	39.60'
C6	52.00'	37°07'35"	33.69'	N53° 40' 54"E	33.11'
C7	52.00'	41°20'41"	37.52'	N14° 26' 47"E	36.71'
C8	52.00'	10°16'11"	9.32'	N11° 21' 40"W	9.31'
C9	32.00'	28°14'33"	15.77'	N02° 22' 29"W	15.61'
C10	32.00'	28°14'33"	15.77'	N25° 52' 04"E	15.61'
C11	52.00'	03°00'58"	2.74'	N38° 28' 52"E	2.74'
C12	250.00'	13°01'33"	56.84'	N83° 38' 12"W	56.71'
C13(1)	52.00'	20°45'19"	18.84'	N66° 44' 46"W	18.73'
C14	271.00'	13°01'33"	61.61'	N83° 38' 12"W	61.48'
C15(1)	271.00'	02°24'49"	11.42'	N78° 19' 50"W	11.41'
C16	52.00'	06°01'06"	5.46'	N59° 58' 39"W	5.46'
C17	52.00'	51°16'43"	46.54'	N11° 20' 02"E	45.00'
C18	52.00'	42°03'47"	38.18'	N35° 20' 13"W	37.32'



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 16, 19 AND 20 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

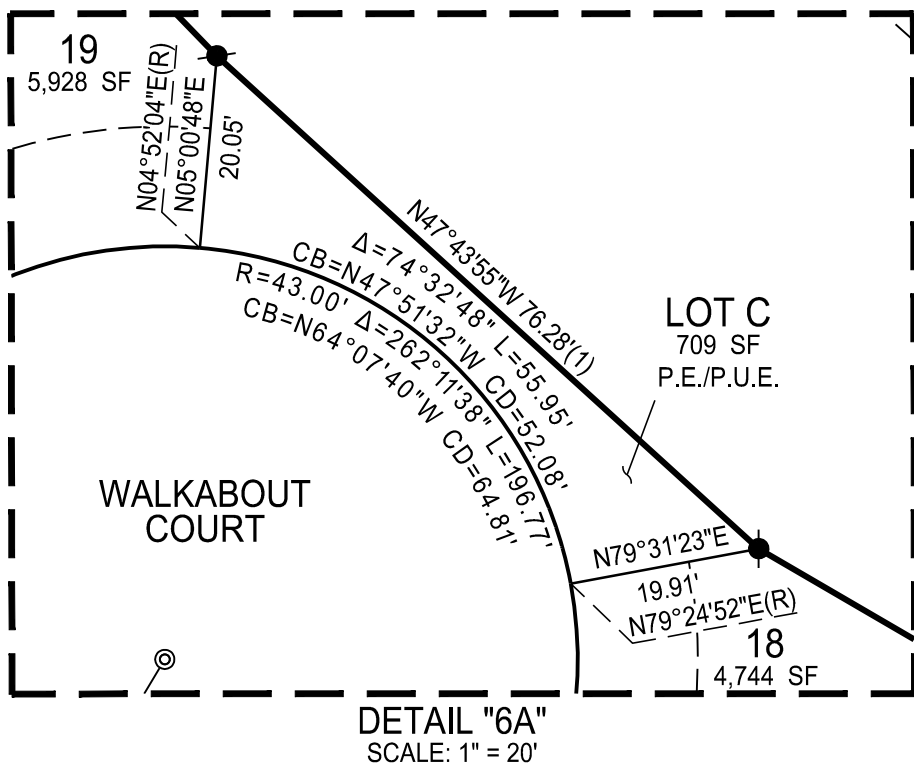
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2020

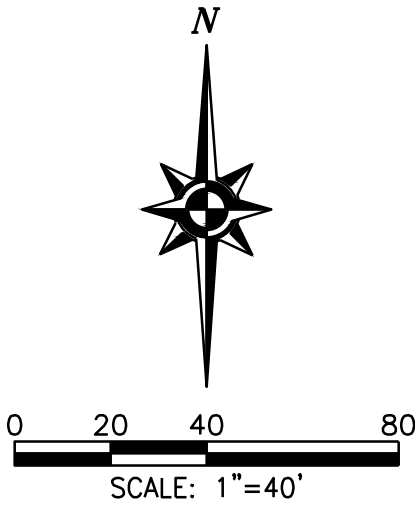
SHEET 5 OF 7

18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND & REFERENCES



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	52.00'	117°06'47"	106.29'	N18° 34' 02"W	88.73'
C2 (1)	52.00'	20°45'19"	18.84'	N66° 44' 46"W	18.73'
C3	271.00'	13°01'33"	61.61'	N83° 38' 12"W	61.48'
C4 (1)	271.00'	02°24'49"	11.42'	N78° 19' 50"W	11.41'
C5	271.00'	10°36'44"	50.19'	N84° 50' 37"W	50.12'
C6	279.00'	01°10'15"	5.70'	N18° 16' 34"E	5.70'
C7	45.00'	48°06'27"	37.78'	N42° 54' 55"E	36.68'
C8	43.00'	10°00'04"	7.51'	N61° 58' 07"E	7.50'



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 10, 11 & 15
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 16, 19 AND 20 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

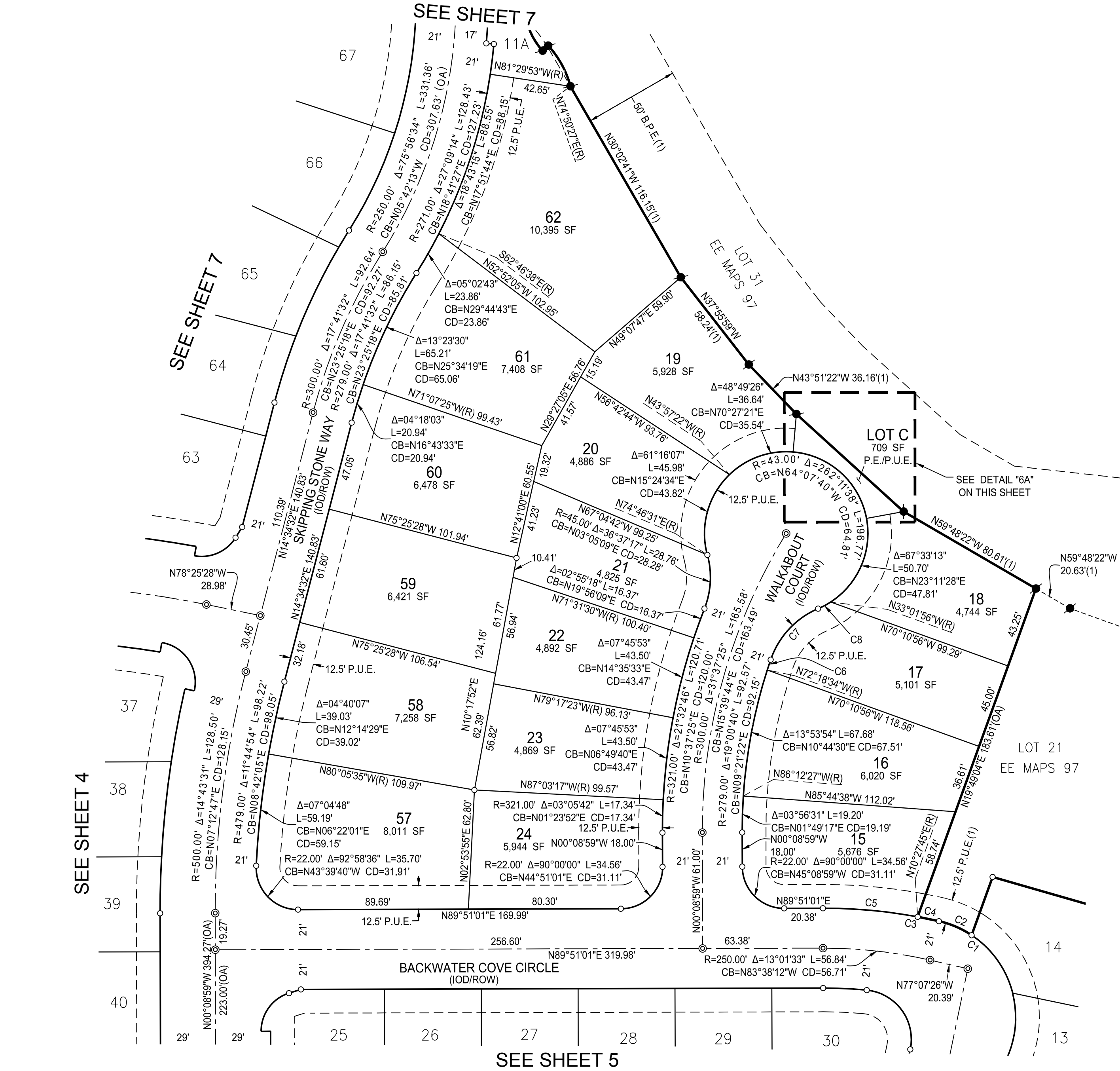
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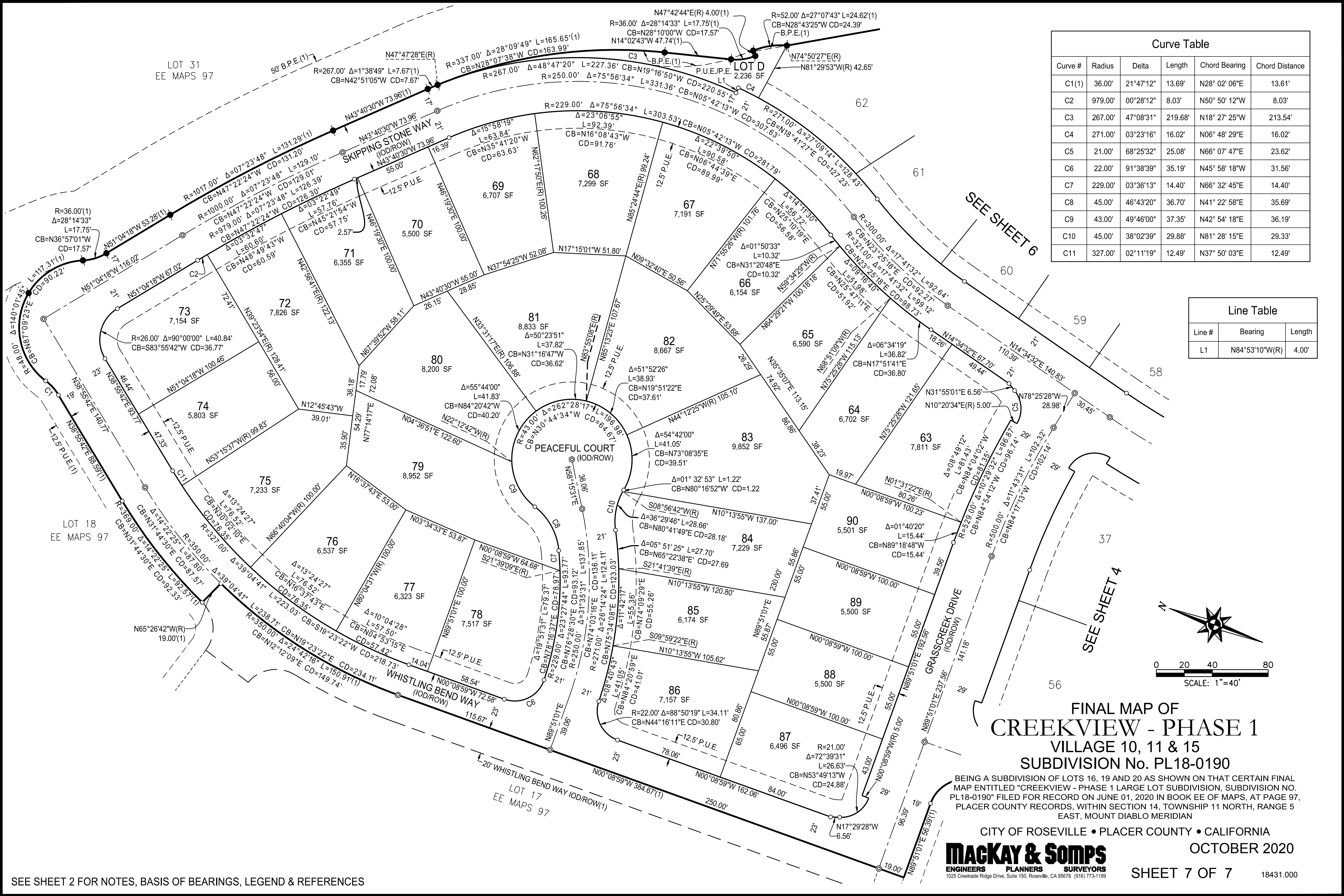
OCTOBER 2020

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 6 OF 7

18431.000





Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1(1)	36.00'	21°47'12"	13.69'	N28° 02' 06"E	13.61'
C2	979.00'	00°28'12"	8.03'	N50° 50' 12"W	8.03'
C3	267.00'	47°08'31"	219.68'	N18° 27' 25"W	213.54'
C4	271.00'	03°23'16"	16.02'	N06° 48' 29"E	16.02'
C5	21.00'	68°25'32"	25.08'	N66° 07' 47"E	23.62'
C6	22.00'	91°38'39"	35.19'	N45° 58' 18"W	31.56'
C7	229.00'	03°36'13"	14.40'	N66° 32' 45"E	14.40'
C8	45.00'	46°43'20"	36.70'	N41° 22' 58"E	35.69'
C9	43.00'	49°46'00"	37.35'	N42° 54' 18"E	36.19'
C10	45.00'	38°02'39"	29.88'	N81° 28' 15"E	29.33'
C11	327.00'	02°11'19"	12.49'	N37° 50' 03"E	12.49'

Line Table		
Line #	Bearing	Length
L1	N84°53'10"W(R)	4.00'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND & REFERENCES

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
OCTOBER 2020

SHEET 7 OF 7 18431.000

RESOLUTION NO. 20-391

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview – Phase 1 Village 10, 11 and 15 subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678
Exempt from recording fees
Pursuant to Govt. Code §27383**

SUBDIVISION AGREEMENT

Creekview - Phase 1 (Villages 10, 11 & 15) SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of ____ October
2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Anthem United Creekview Developments Limited Partnership,
a Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Creekview - Phase 1 (Villages 10, 11 & 15) Subdivision" (Subdivision
no. PL18-0190 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 10th day of October, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Soms Civil Engineers, Inc., dated February 14, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 30, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 3,176,612.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence
\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence
\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto 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 to a bona-fide good faith

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

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 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.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director of Development
Anthem United Creekview Developments LP
3001 Douglas Blvd, Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Anthem United Creekview Developments Limited Partnership,
a Limited Partnership

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
Brian Moore
its: Vice President

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____

MARC STOUT
City Engineer

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of PLACER

On September 2, 2020 before me, Bonnie Kwan, Public Notary,
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

August 25, 2020

First American Title Company
4275 Willow Road, Suite 275
Pleasanton, CA 94588

Attention: Julie Grace

RE: Creekview Phase 1 Villages 10, 11, 15

AUTHORIZATION

Without Demand, the undersigned owner and holder of the beneficial interest in that certain Deed of Trust dated May 24, 2019 and recorded May 24, 2019 as Document No. 2019-0034783 Official Records of the County of Placer, does hereby authorize and instruct First American Title Insurance Company as the Trustee, under the terms, conditions and provisions of said Deed of Trust, to execute the Subdivision Map on behalf of the beneficiary.

By executing this authorization, the undersigned does hereby subordinate the beneficial interest of the lien of the above referenced Deed of Trust to the affect of the Subdivision Map, and further does hereby consent to the preparation and the recordation of said Map in the Office of the Recorder, County of Placer, State of California.

The undersigned also hereby relieves First American Title Insurance Company of any liability in connection with the execution of the above mentioned map.

Dated: 8-27, 2020

GCAM Creekview LLC,
a Delaware limited liability company

By: 



COUNCIL COMMUNICATION

CC #: 1028

File #: 0400-04-13-1

Title: Creekview - Phase 1 Village 13 and 14 Final Map and Subdivision Agreement

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements, and accept, subject to improvement, Lot A, the rights of way and the paseo easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 70 residential lots and 1 public landscape lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Creekview - Phase 1 Village 13 and 14 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 1 Village 13 and 14 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 1 Village 13 and 14 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR and the Addendum will

be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 20-388

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 13 & 14" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A, THE STREETS SHOWN HEREON AS CLOUDCREST PLACE, DAYDREAM DRIVE, GRASSCREEK DRIVE, OXBOW LANDING LOOP AND TREEHOUSE LANE, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOT A SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CLOUDCREST PLACE, DAYDREAM DRIVE, GRASSCREEK DRIVE, OXBOW LANDING LOOP AND TREEHOUSE LANE.
- (B) LOT A AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHT-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON 9/8/20 BEFORE ME, Karron M. Vasquez NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Karron M. Vasquez
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placerville COUNTY

MY COMMISSION EXPIRES: 2/14/22 MY COMMISSION NUMBER: 2228832

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 13 & 14" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

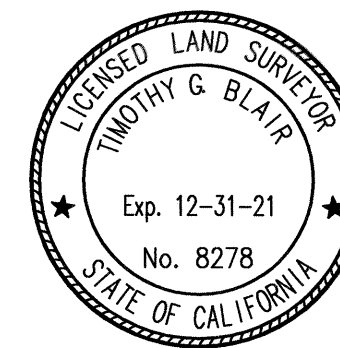
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 13 & 14" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

**SURVEYOR'S STATEMENT**

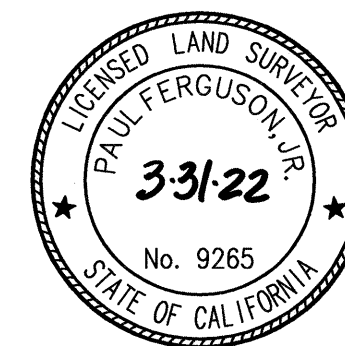
THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 13 & 14" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson

PAUL FERGUSON, JR., LS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 9/4/2020

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 13 & 14", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT A, THE RIGHTS-OF-WAY AND PASEO EASEMENT OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 3 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____

BY: _____

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: _____

BY: _____
DEPUTY

FEE: \$ _____

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 13 & 14
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
Mackay & SompS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
OCTOBER 2020

SHEET 1 OF 8

18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: *Diana L. Edwards*
Diana L. Edwards
NORTHERN CA BRANCH MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC
PERSONALLY APPEARED Diana Edwards
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~ SHE ~~THEY~~ EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.
Christina Edwards Christina Edwards
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 10.912± ACRES, CONSISTING OF 70 RESIDENTIAL LOTS AND 1 LANDSCAPE LOT.
- PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:
a. THE PORTIONS OF FORTY (40) FOOT WIDE IRREVOCABLE OFFERS OF DEDICATION/RIGHT OF WAY (I.O.D./R.O.W.) AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" RECORDED IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON.
- ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTING, INC., DATED AUGUST 2014; PROJECT NUMBER S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

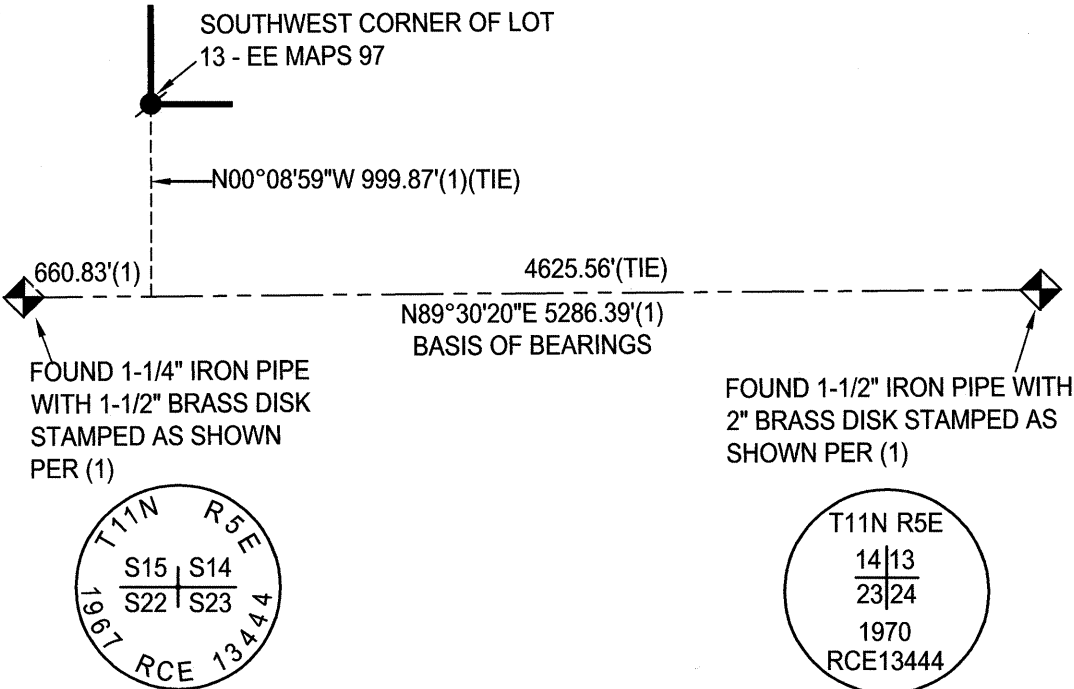
- DIMENSION POINT
- ◆ FOUND SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" PER (1)
- ⊙ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH PER (1) IN MONUMENT WELL STAMPED "LS 9265"
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
- AC. ACRES
- CB CHORD BEARING
- CD CHORD DISTANCE
- FD FOUND
- IOD/ROW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
- OD OUTSIDE DIAMETER
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET
- (R) RADIAL BEARING
- (X) SHEET INDEX
- SUBDIVISION BOUNDARY
- ——— CENTER LINE
- ——— IOD/ROW
- LOT LINE & ROW
- LOT LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- ┐ FRONT MONUMENT SEE NOTE 4 HEREON
- └ REAR MONUMENT SEE NOTE 5 HEREON

REFERENCES:

- (1) EE MAPS 97 CREEKVIEW PHASE 1 LLM
- (2) ____ MAPS ____ CREEKVIEW PHASE 1 VILLAGES 10-11-15

BASIS OF BEARINGS:

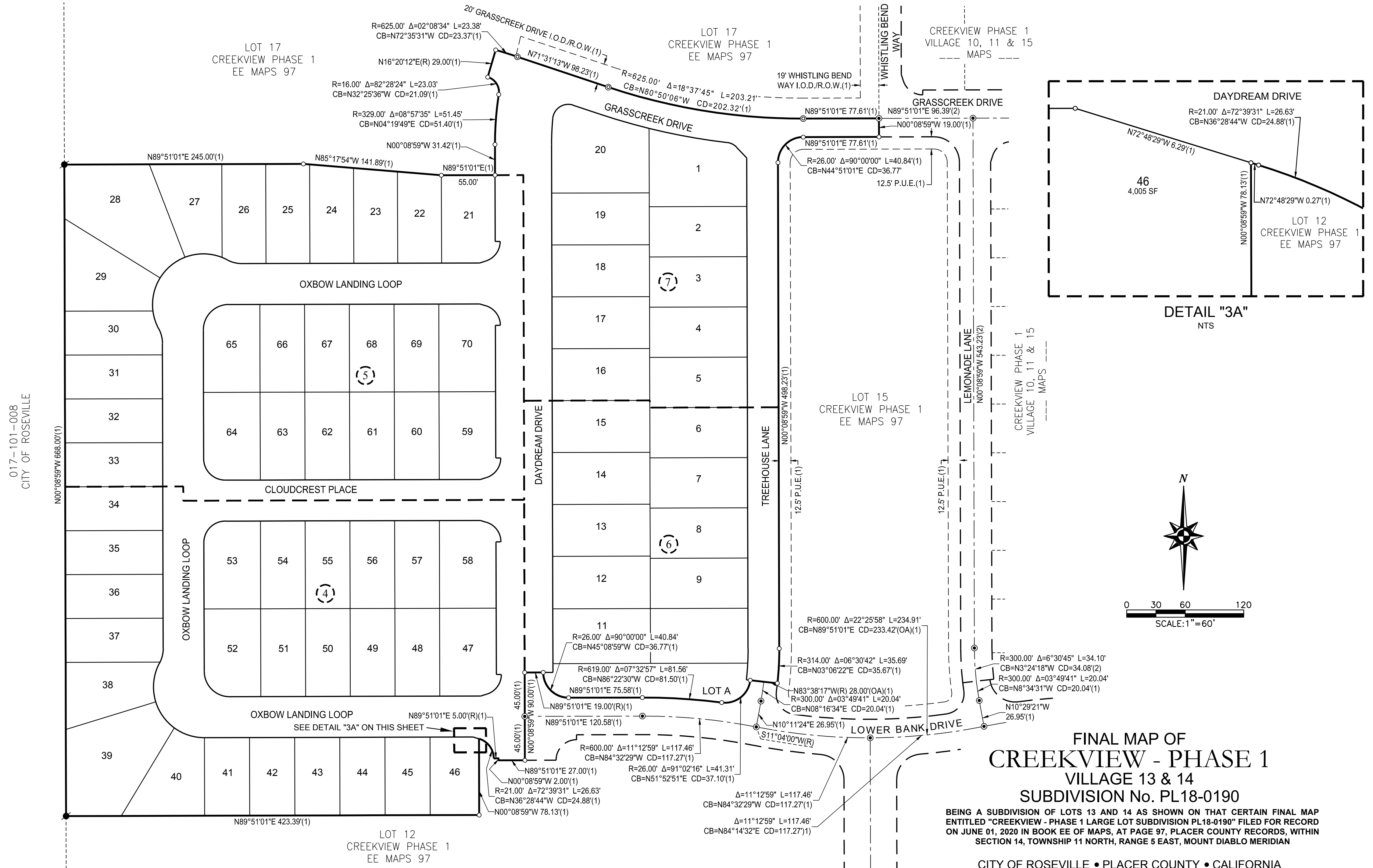
THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 13 & 14
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

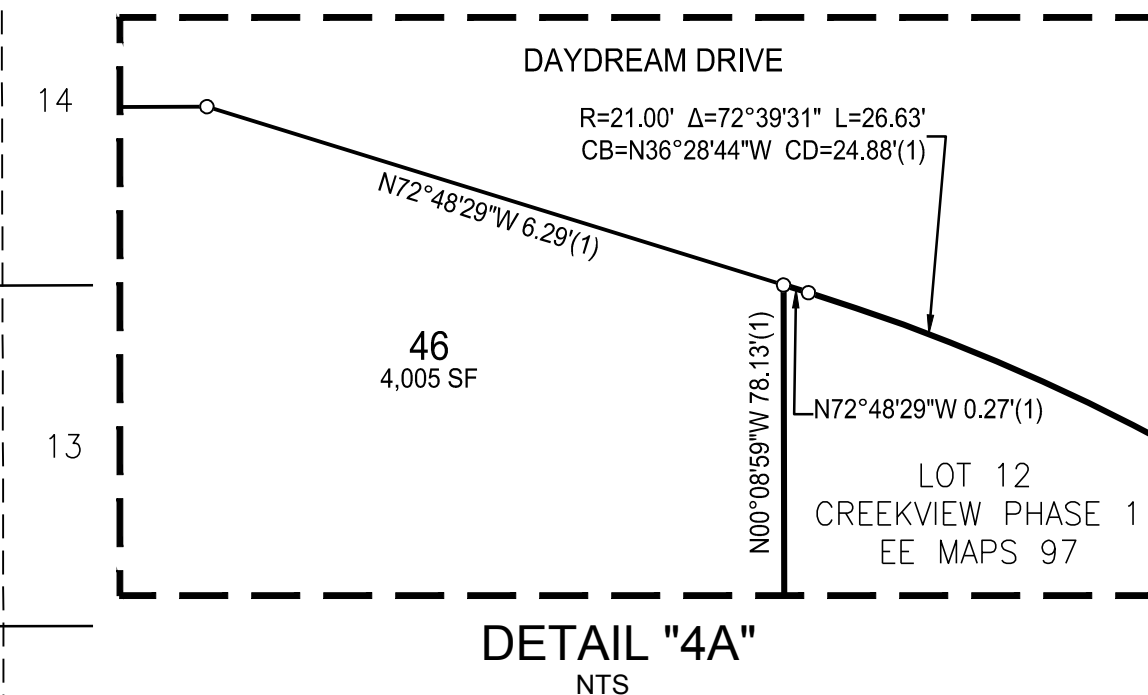
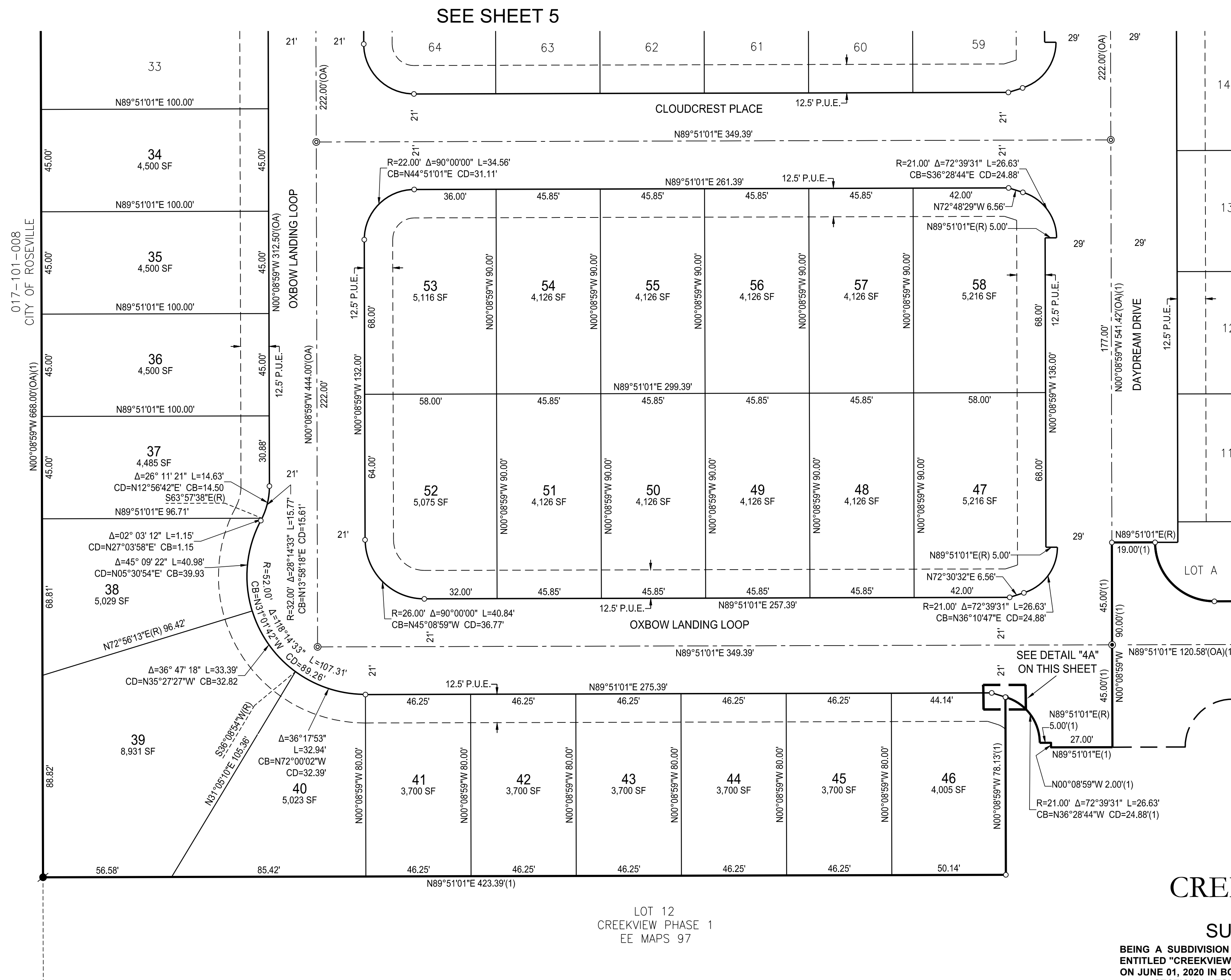
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Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
OCTOBER 2020
SHEET 2 OF 8 18431.000



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

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 SHEET 3 OF 8 18431.000

SHEET 3 OF 8 18431.000



SEE SHEET 6



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 13 & 14
SUBDIVISION No. PL18-0190

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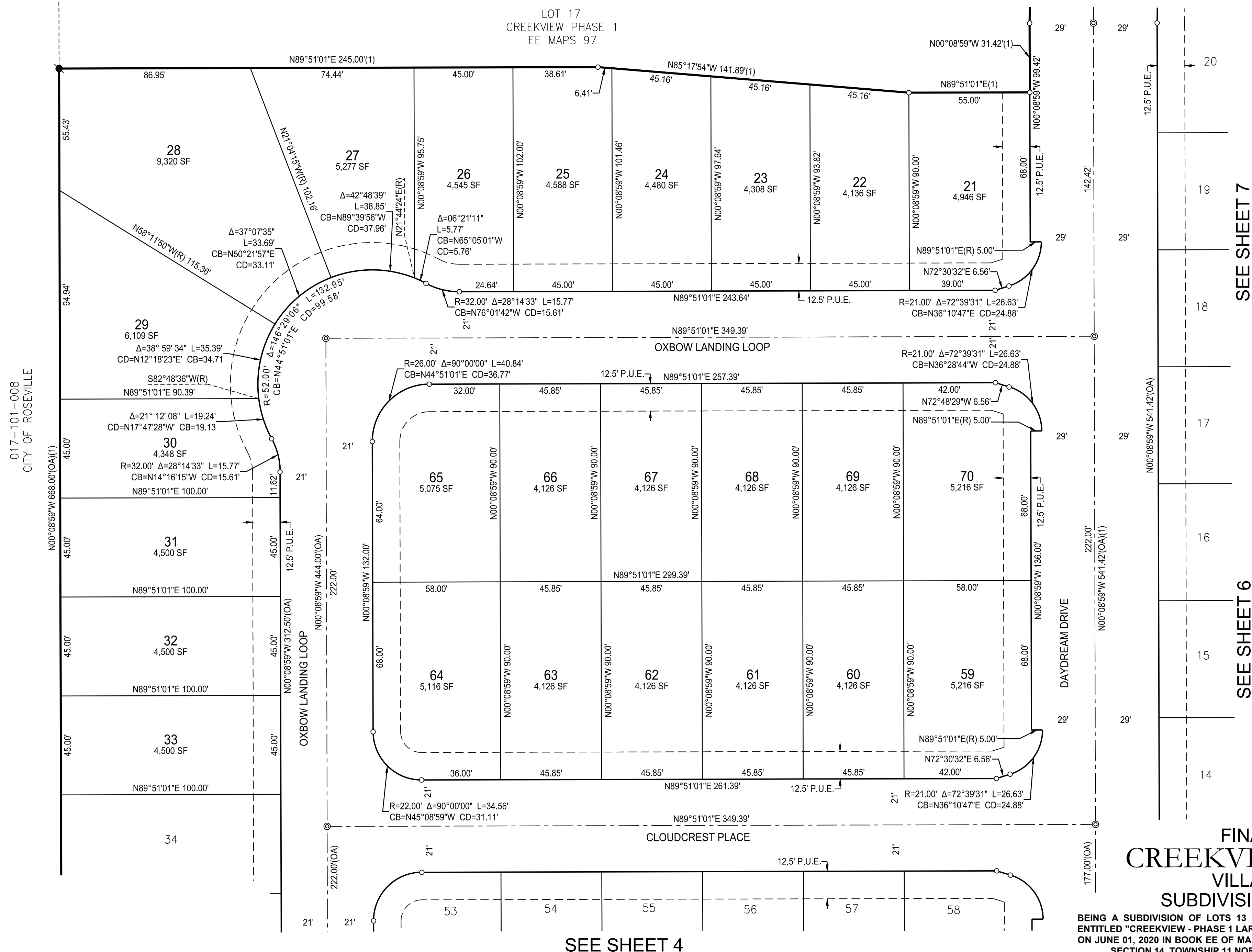
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ACKAY & Sons OCTOBER 2020

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

SHEET 4 OF 8 18431.000

18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



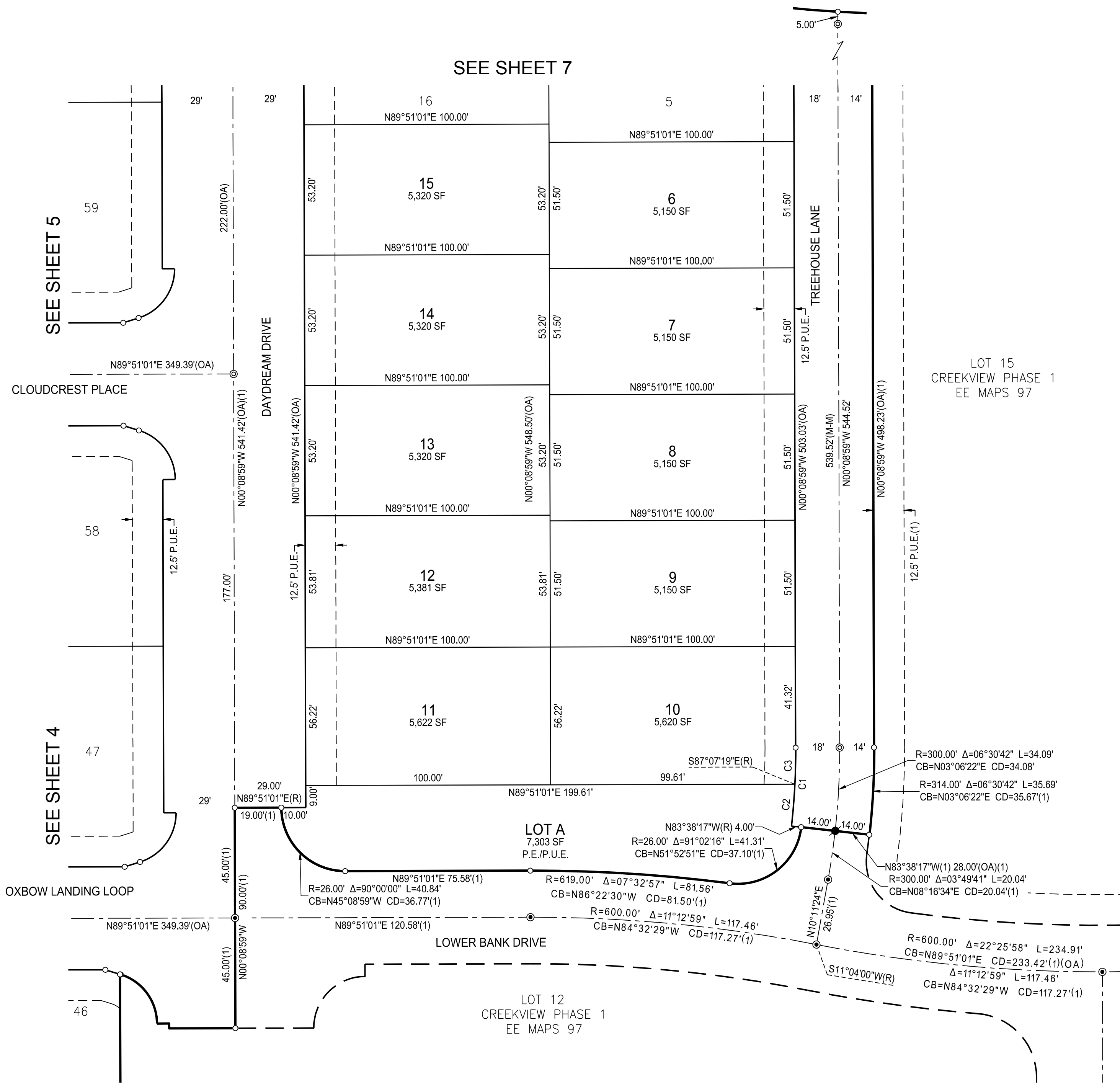
FINAL MAP OF CREEKVIEW - PHASE 1 VILLAGE 13 & 14 SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP
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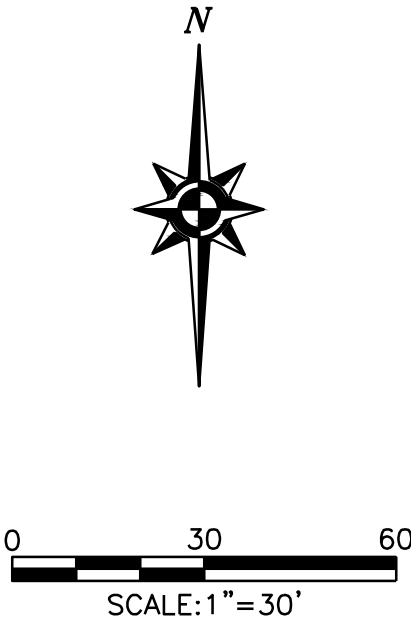
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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

SHEET 5 OF 8 18431.000



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	282.00	06°30'42"	32.05'	N03° 06' 22"E	32.03'
C2	282.00	03°29'02"	17.15'	N04° 37' 12"E	17.14'
C3	282.00	03°01'39"	14.90'	N01° 21' 51"E	14.90'

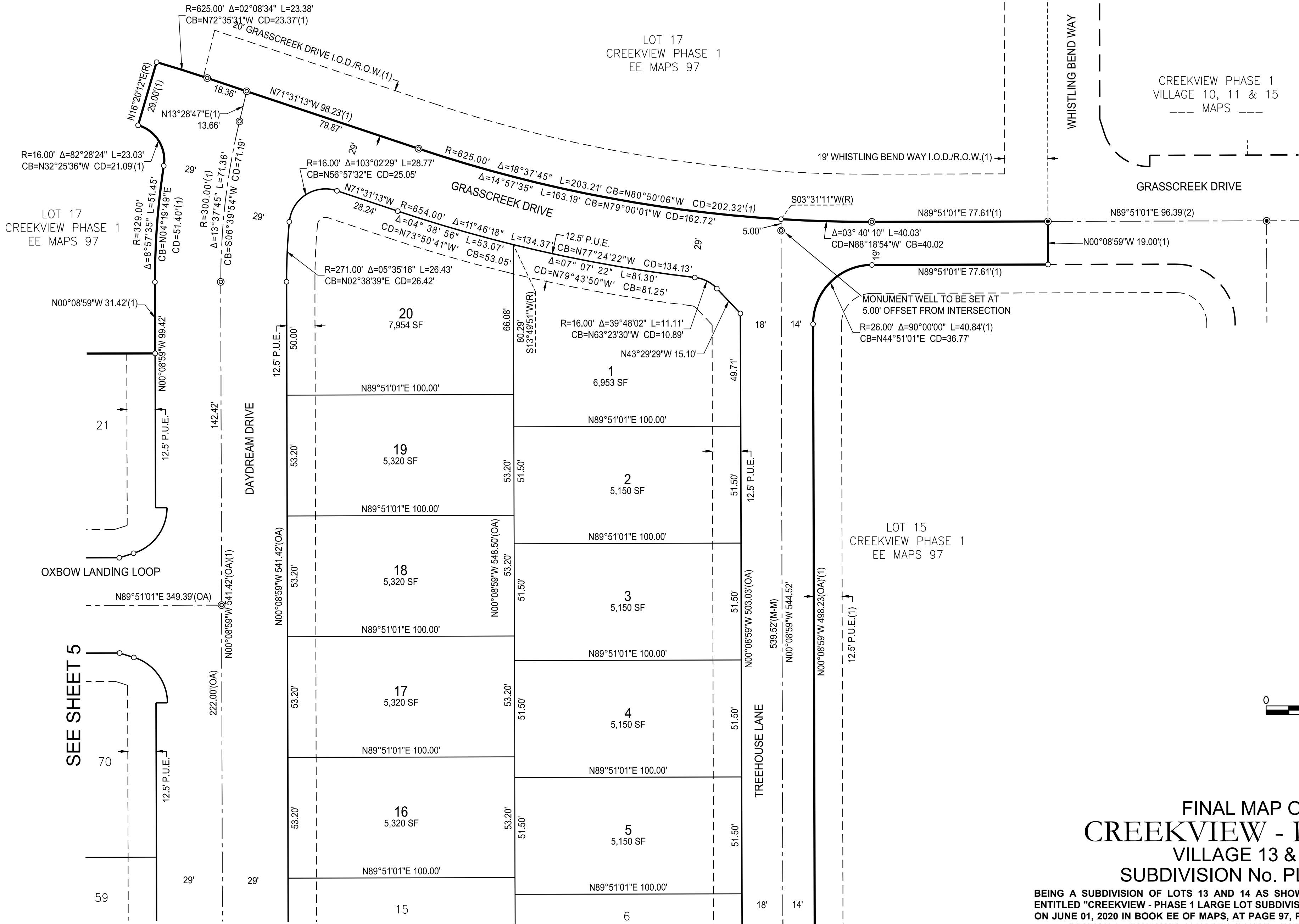


FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 13 & 14
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2020

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ENGINEERS PLANNERS SURVEYORS
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FINAL MAP OF CREEKVIEW - PHASE 1 VILLAGE 13 & 14 SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP
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SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

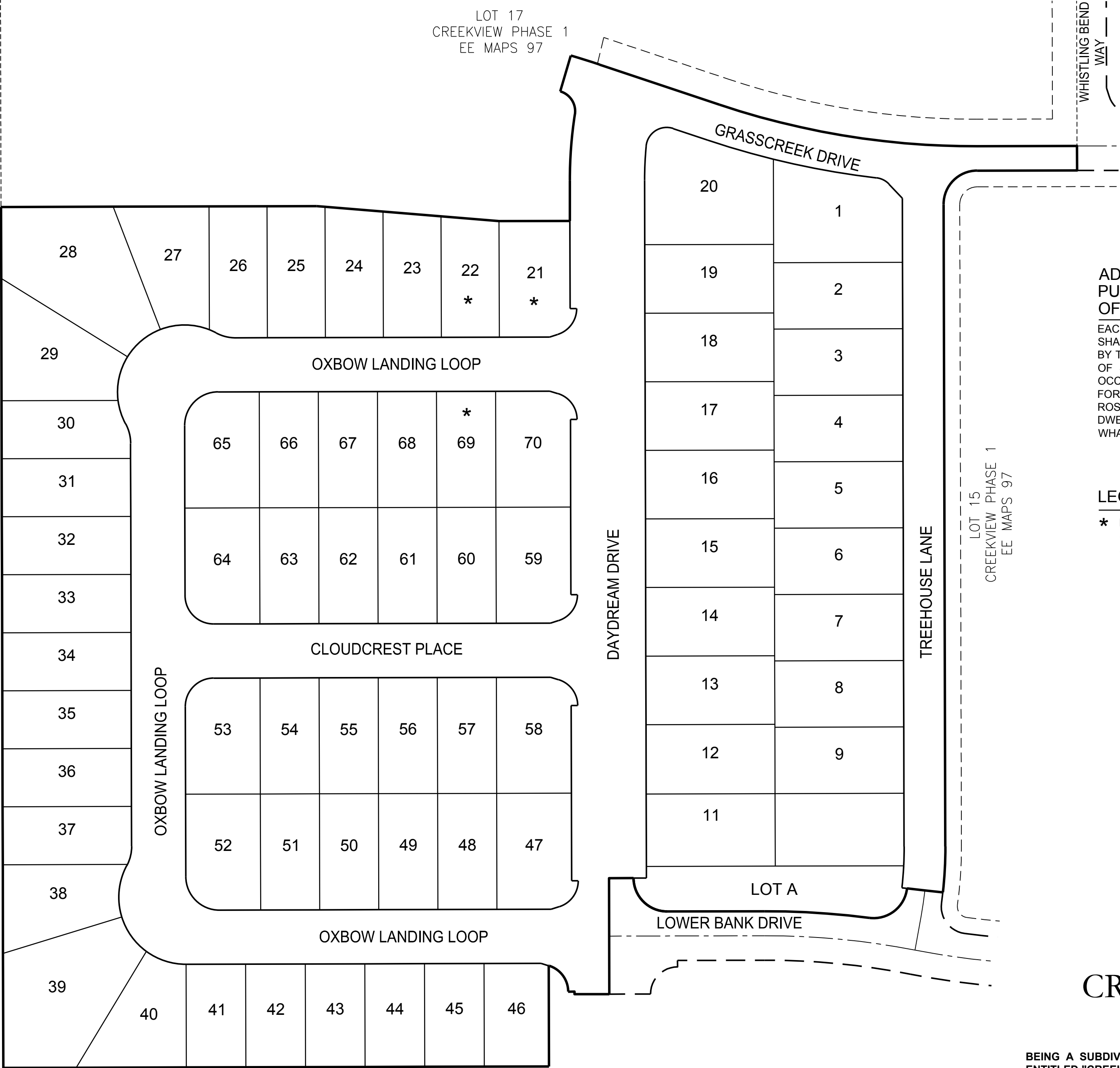
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SHEET 7 OF 8 18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

017-101-008
CITY OF ROSEVILLE



CREEKVIEW PHASE 1
VILLAGE 10, 11 & 15
--- MAPS ---

ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

- * DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



0 30 60 120
SCALE: 1" = 60'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 13 & 14
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOTS 13 AND 14 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
OCTOBER 2020

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

RESOLUTION NO. 20-388

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview – Phase 1 Village 13 and 14 subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678
Exempt from recording fees
Pursuant to Govt. Code §27383**

SUBDIVISION AGREEMENT

Creekview - Phase 1 (Villages 13, 14) SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of October,
2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Anthem United Creekview Developments Limited Partnership,
a Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Creekview - Phase 1 (Villages 13, 14) Subdivision" (Subdivision
no. PL18-0190; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 10th day of October, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Soms Civil Engineers, Inc., dated February 14, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 30, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,080,590.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto 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 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 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.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director of Development
Anthem United Creekview Developments LP
3001 Douglas Blvd, Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Anthem United Creekview Developments Limited Partnership,
a Limited Partnership

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
Brian Moore
its: Vice President

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

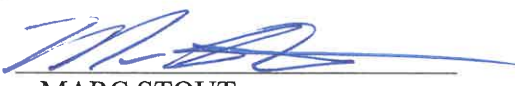
APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of PLACER

On September 2, 2020 before me, Bonnie Kwan, Public Notary,
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

August 25, 2020

First American Title Company
4275 Willow Road, Suite 275
Pleasanton, CA 94588

Attention: Julie Grace

RE: Creekview Phase 1 Villages 13, 14

AUTHORIZATION

Without Demand, the undersigned owner and holder of the beneficial interest in that certain Deed of Trust dated May 24, 2019 and recorded May 24, 2019 as Document No. 2019-0034783 Official Records of the County of Placer, does hereby authorize and instruct First American Title Insurance Company as the Trustee, under the terms, conditions and provisions of said Deed of Trust, to execute the Subdivision Map on behalf of the beneficiary.

By executing this authorization, the undersigned does hereby subordinate the beneficial interest of the lien of the above referenced Deed of Trust to the affect of the Subdivision Map, and further does hereby consent to the preparation and the recordation of said Map in the Office of the Recorder, County of Placer, State of California.

The undersigned also hereby relieves First American Title Insurance Company of any liability in connection with the execution of the above mentioned map.

Dated: 8-27, 2020

GCAM Creekview LLC,
a Delaware limited liability company

By: B. J. [Signature]



COUNCIL COMMUNICATION

CC #: 1029

File #: 0400-04-13-1

Title: Creekview - Phase 1 Village 23 Final Map and Subdivision Agreement

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements, and accept, subject to improvement, Lots A, B, and C and the rights of way and the paseo easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 61 residential lots and 3 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Creekview - Phase 1 Village 23 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 1 Village 23 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 1 Village 23 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation

measures from the Creekview Specific Plan EIR and the Addendum will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 20-389

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B AND C, THE STREETS SHOWN HEREON AS FITCH PLACE AND FARMSTEAD CIRCLE, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B AND C SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS FITCH PLACE AND FARMSTEAD CIRCLE.
- (B) LOTS A, B AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY:

B2 Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON 9/18/20 BEFORE ME, Karrun M. Vasquez NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Karrun M. Vasquez
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Colono COUNTY

MY COMMISSION EXPIRES: 2/14/22 MY COMMISSION NUMBER: 2228882

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

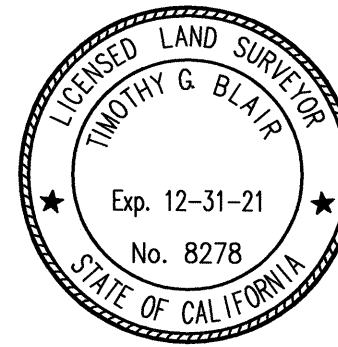
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

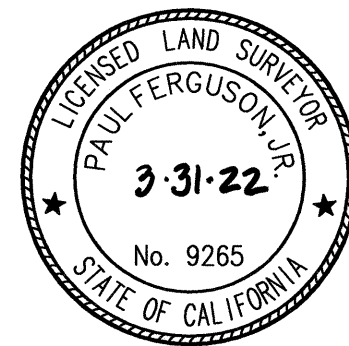
MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY:

Paul Ferguson, Jr.
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE:

9/4/2020



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 23", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND C, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: _____

BY: _____
DEPUTY

FEE: \$ _____

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2020

SHEET 1 OF 8

18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Diana L. Edwards
Diana L. Edwards
NORTHERN CA ESCROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana Edwards
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE(SHE)~~ THEY EXECUTED THE SAME IN ~~HIS(HER)~~ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS(HER)~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
Christina Edwards
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 8.131± ACRES, CONSISTING OF 61 RESIDENTIAL LOTS AND 3 LANDSCAPE LOTS.
- ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE.
- ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON DATED AUGUST 2014; PROJECT NUMBER 59578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

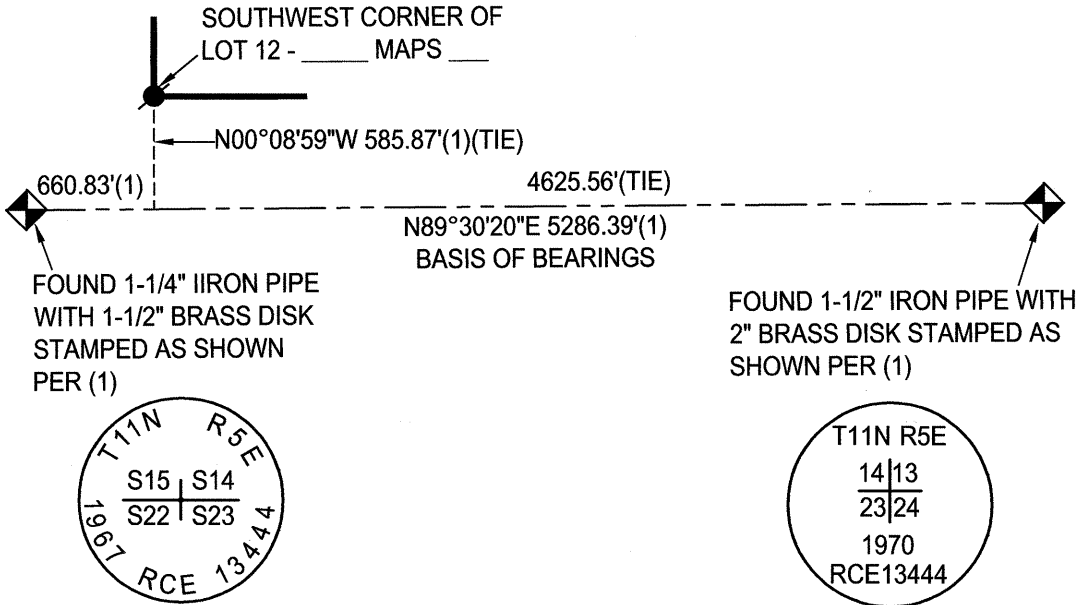
○	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⊙	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX
————	SUBDIVISION BOUNDARY
— — — —	CENTER LINE
— — — —	IOD/ROW
————	LOT LINE & ROW
————	LOT LINE
-----	EASEMENT LINE
-----	ADJACENT PROPERTY LINE
┐	FRONT MONUMENT SEE NOTE 3 HEREON
└	REAR MONUMENT SEE NOTE 4 HEREON

REFERENCES:

- (1) EE MAPS 97 CREEKVIEW PHASE 1 LLM
(2) MAPS CREEKVIEW PHASE 1 VILLAGES 13 & 14

BASIS OF BEARINGS:

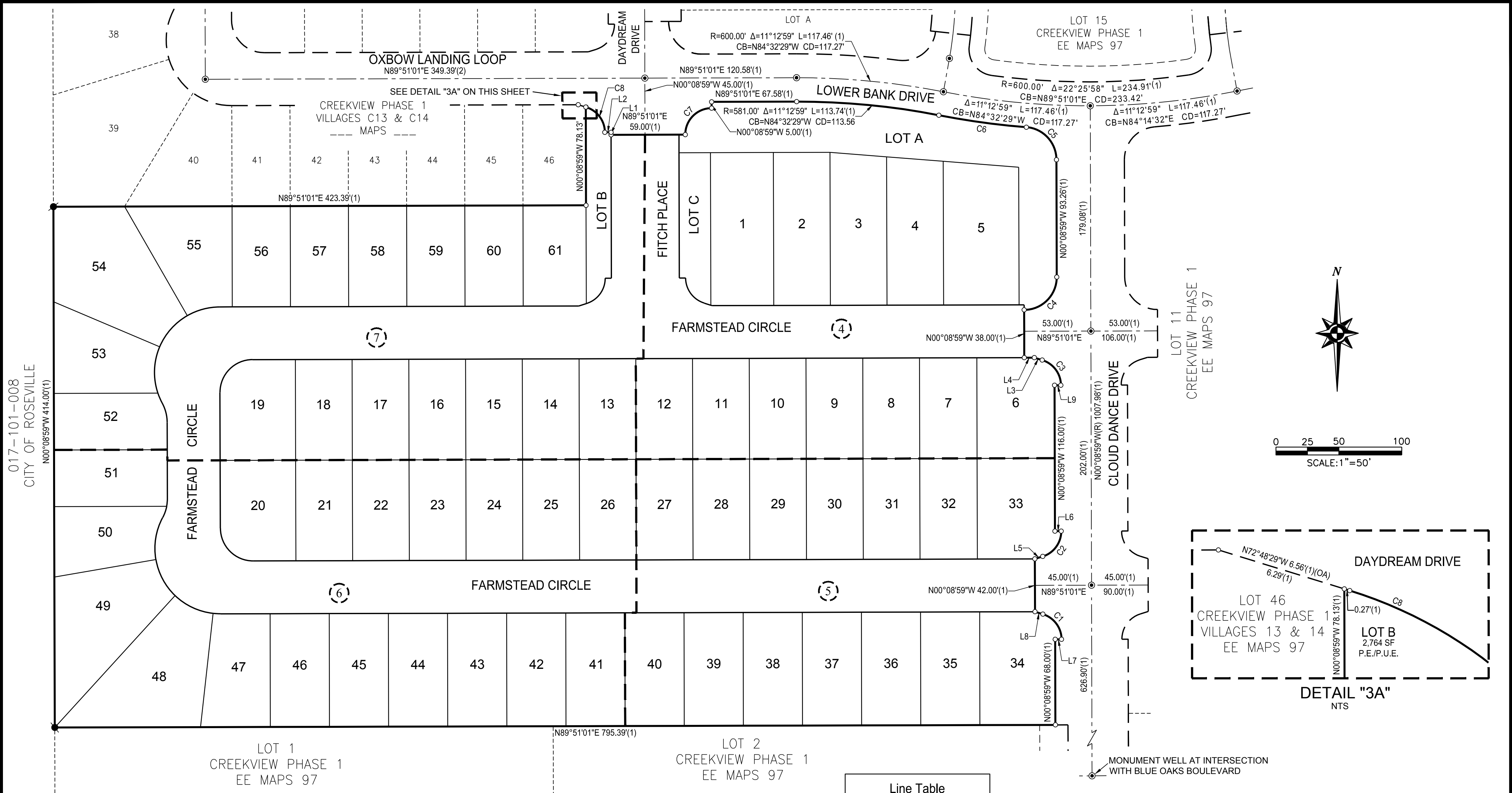
THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2020
SHEET 2 OF 8 18431.000



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'
C2(1)	21.00	72°39'31"	26.63'	N36° 10' 47"E	24.88'
C3(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'
C4(1)	26.00	90°00'00"	40.84'	N44° 51' 01"E	36.77'
C5(1)	26.00	85°17'12"	38.70'	N42° 47' 35"W	35.23'
C6(1)	619.00	06°30'11"	70.26'	N82° 11' 05"W	70.22'
C7(1)	21.00	90°00'00"	32.99'	N44° 51' 01"E	29.70'
C8(1)	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88'

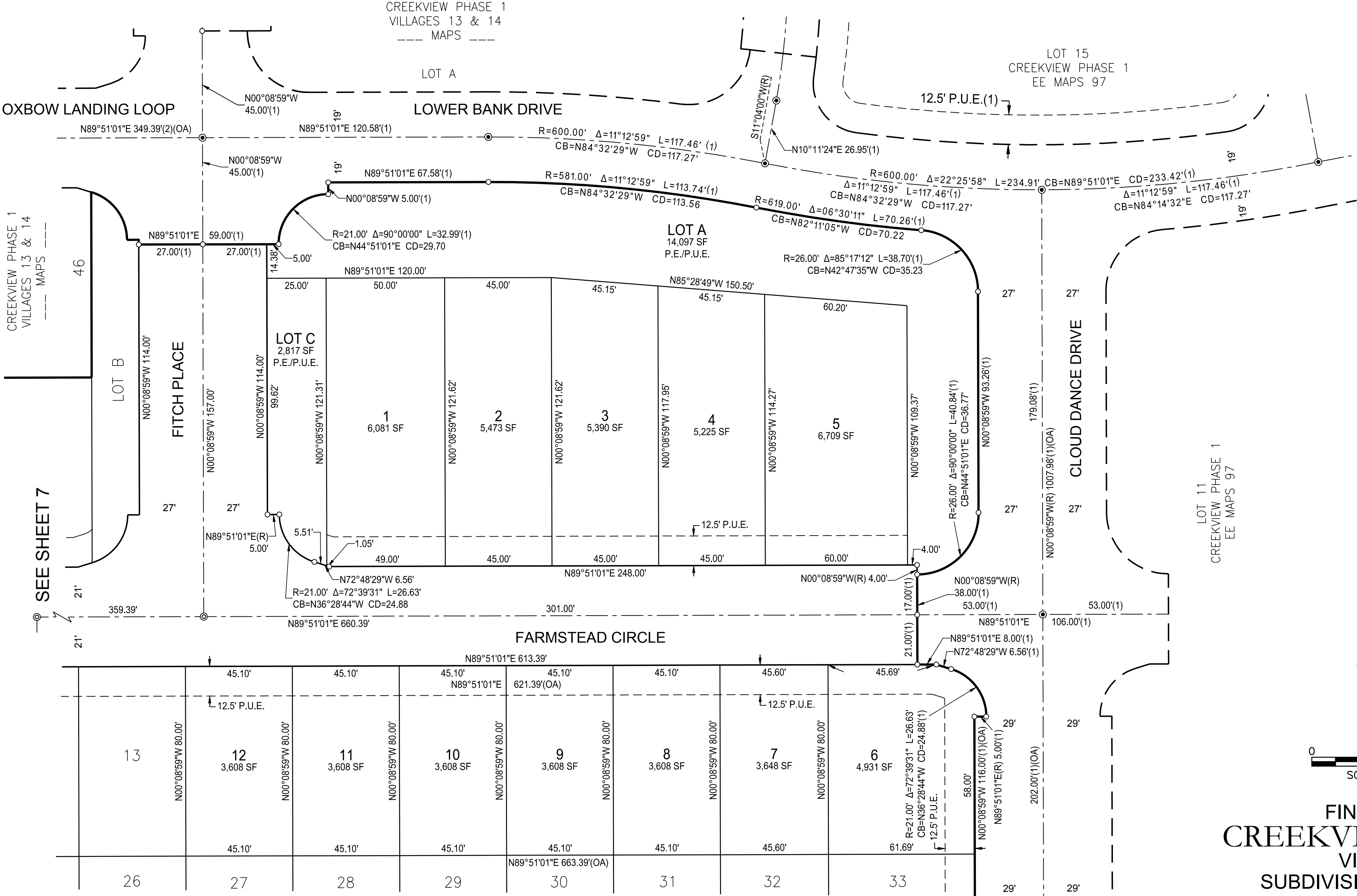
Line Table		
Line #	Bearing	Length
L1(1)	N00°08'59"W	2.00'
L2(1)	N89°51'01"E (R)	5.00'
L3(1)	N72°48'29"W	6.56'
L4(1)	N89°51'01"E	8.00'
L5(1)	N72°30'32"E	6.56'
L6(1)	N89°51'01"E (R)	5.00'
L7(1)	N89°51'01"E (R)	5.00'
L8(1)	N72°48'29"W	6.56'
L9(1)	N89°51'01"E (R)	5.00'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190
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SHEET 3 OF 8 18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS,
REFERENCES AND LEGEND



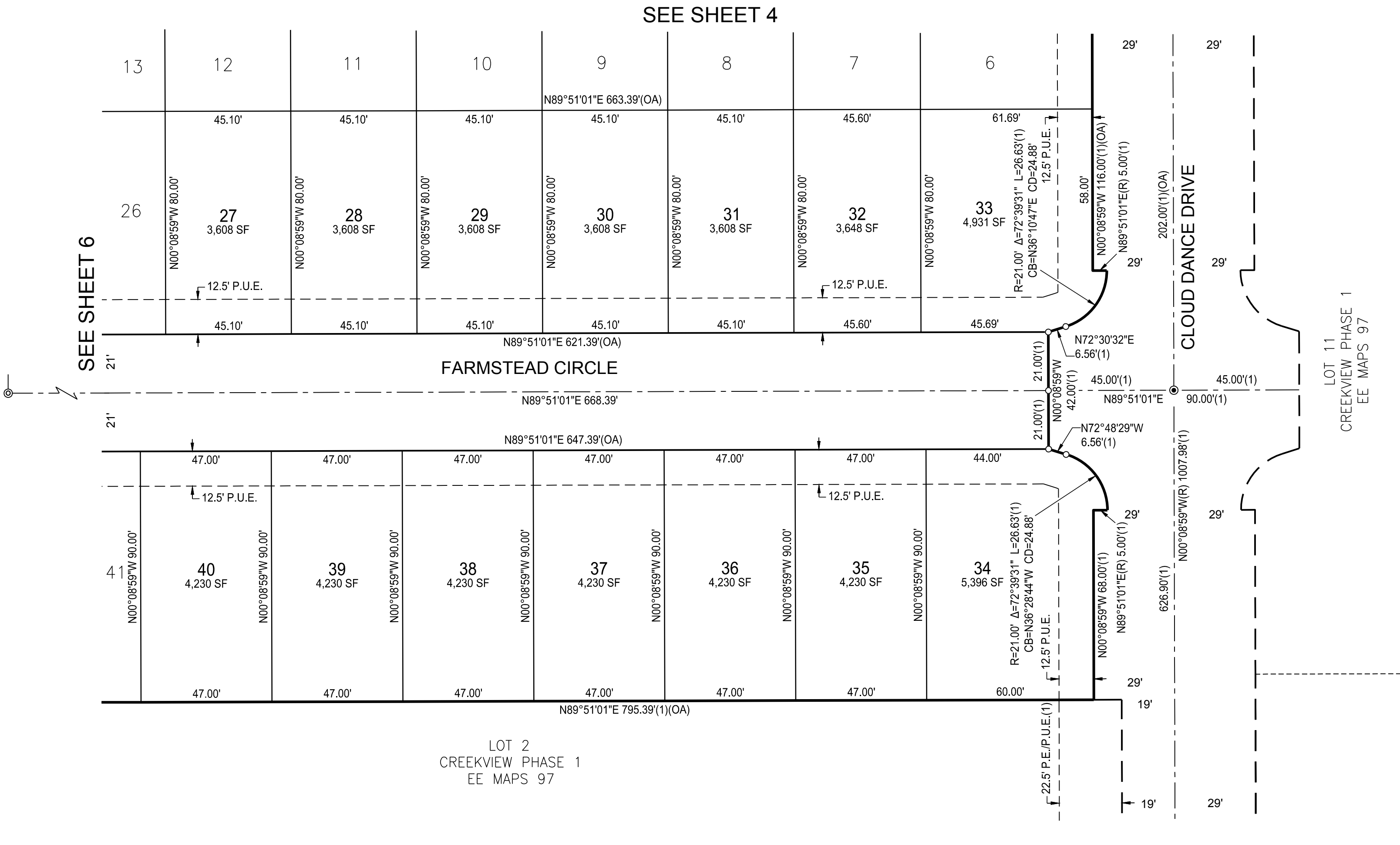
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VILLAGE 23
SUBDIVISION No. PL18-0190

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SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

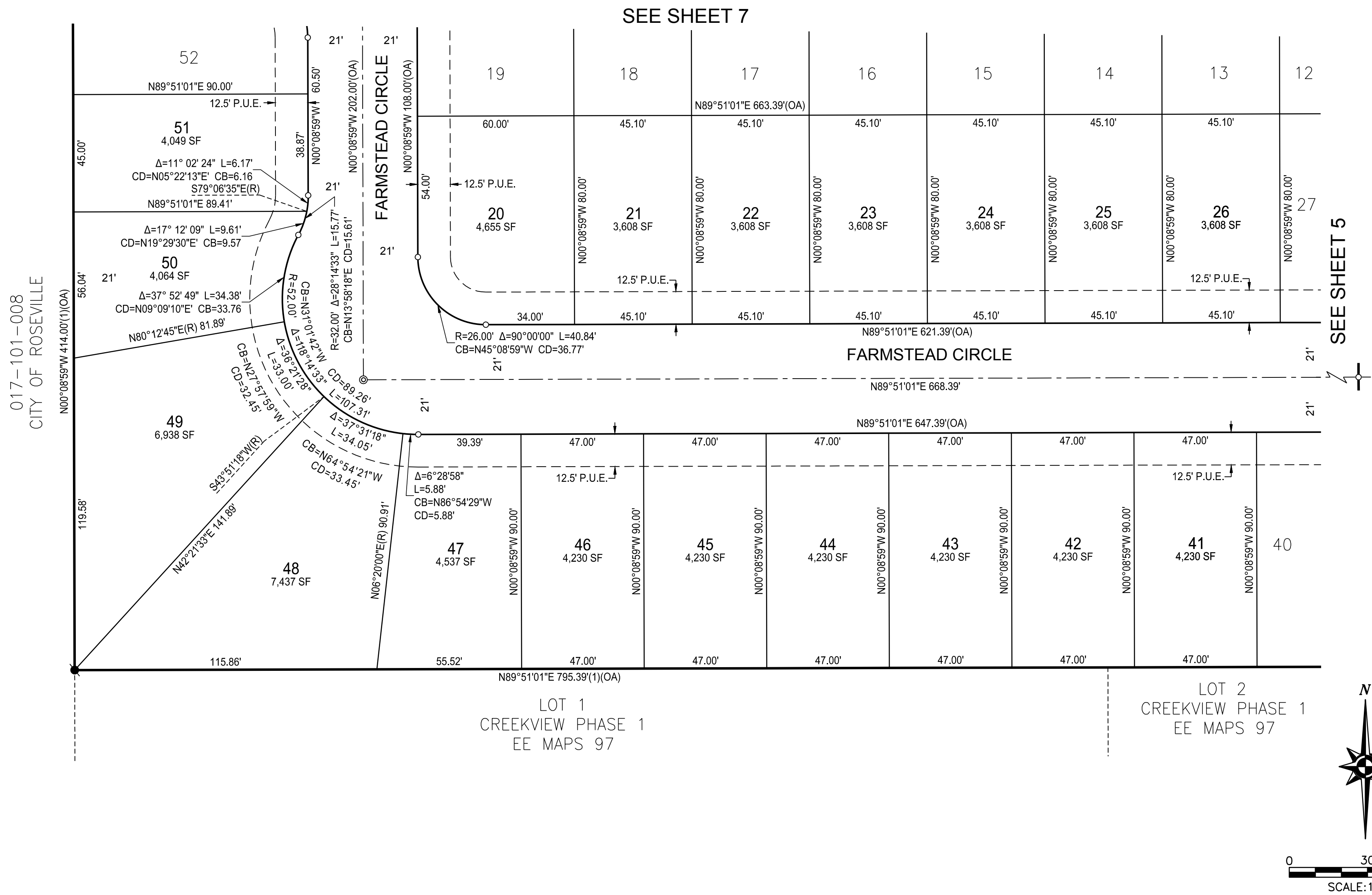
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SHEET 5 OF 8 18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



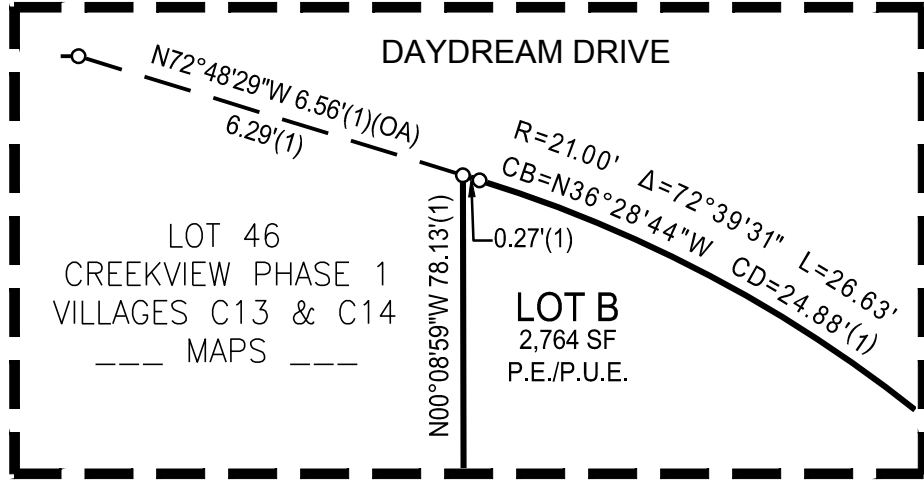
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
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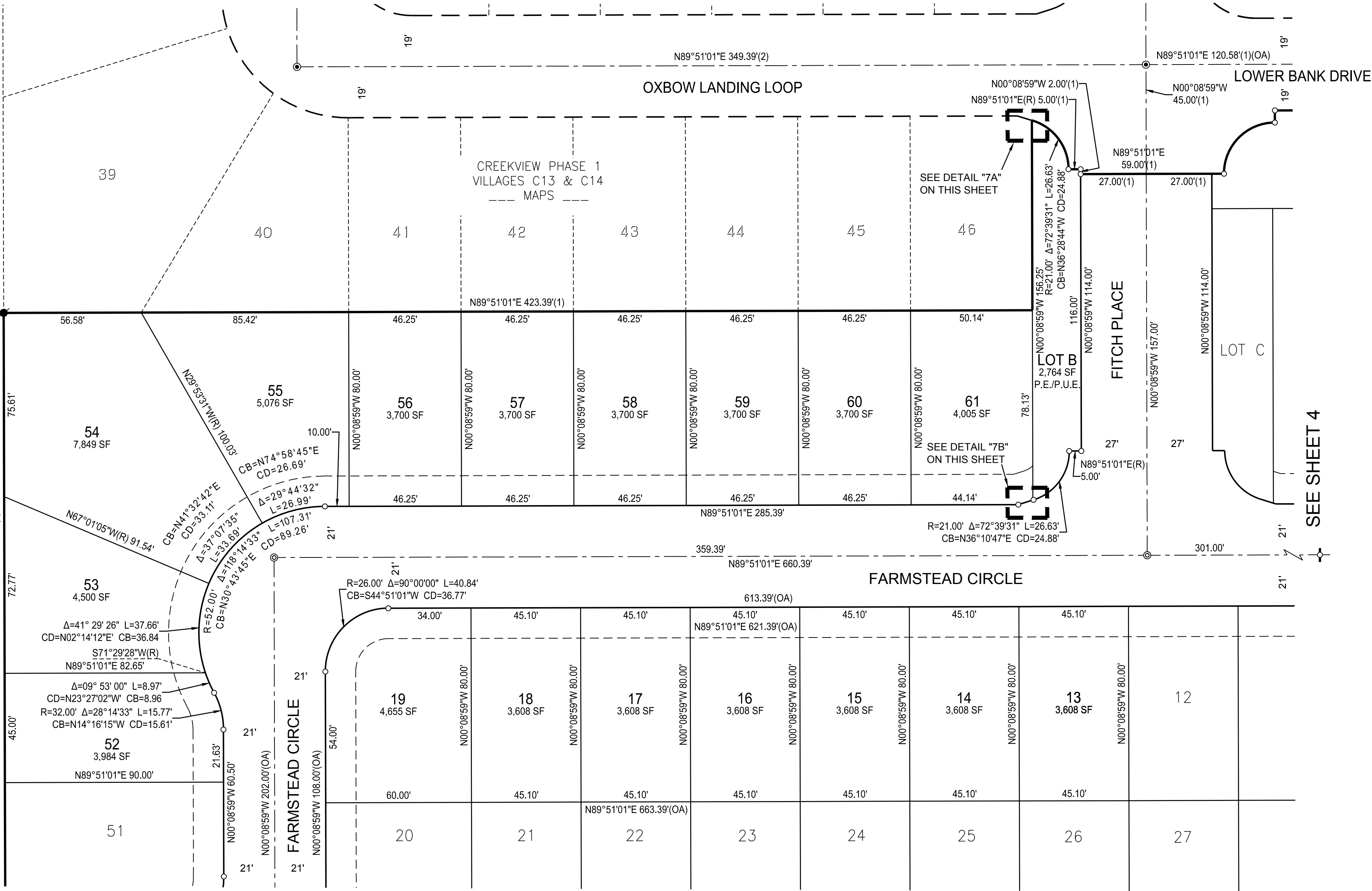
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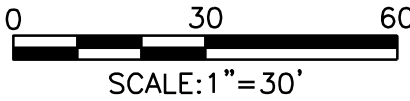
SHEET 6 OF 8 18431.000



DETAIL "7A"
NTS



SEE SHEET 6



FINAL MAP OF
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VILLAGE 23
SUBDIVISION No. PL18-0190

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OCTOBER 2020

SHEET 7 OF 8

18431.000

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



017-101-008
CITY OF ROSEVILLE

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

★ DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 23
SUBDIVISION No. PL18-0190

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OCTOBER 2020

SHEET 8 OF 8 18431.000

RESOLUTION NO. 20-389

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview – Phase 1 Village 23 subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

**Exempt from recording fees
Pursuant to Govt. Code §27383**

SUBDIVISION AGREEMENT

Creekview - Phase 1 (Village 23) SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of October,
2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Anthem United Creekview Developments Limited Partnership,
a Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Creekview - Phase 1 (Village 23) Subdivision" (Subdivision
no. PL18-0190 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 10th day of October, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Soms Civil Engineers, Inc., dated November 14, 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 30, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$876,885.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto 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 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 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.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director of Development
Anthem United Creekview Developments LP
3001 Douglas Blvd, Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Anthem United Creekview Developments Limited Partnership,
a Limited Partnership

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
Brian Moore
its: Vice President

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California }

County of PLACEROn September 2, 2020 before me, Bonnie Kwan, Public Notary
Date Here Insert Name and Title of the Officerpersonally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public**OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

August 25, 2020

First American Title Company
4275 Willow Road, Suite 275
Pleasanton, CA 94588

Attention: Julie Grace

RE: Creekview Phase 1 Village 23

AUTHORIZATION

Without Demand, the undersigned owner and holder of the beneficial interest in that certain Deed of Trust dated May 24, 2019 and recorded May 24, 2019 as Document No. 2019-0034783 Official Records of the County of Placer, does hereby authorize and instruct First American Title Insurance Company as the Trustee, under the terms, conditions and provisions of said Deed of Trust, to execute the Subdivision Map on behalf of the beneficiary.

By executing this authorization, the undersigned does hereby subordinate the beneficial interest of the lien of the above referenced Deed of Trust to the affect of the Subdivision Map, and further does hereby consent to the preparation and the recordation of said Map in the Office of the Recorder, County of Placer, State of California.

The undersigned also hereby relieves First American Title Insurance Company of any liability in connection with the execution of the above mentioned map.

Dated: 8-27, 2020

GCAM Creekview LLC,
a Delaware limited liability company

By: 



COUNCIL COMMUNICATION

CC #: 1030

File #: 0400-04-13-1

Title: Creekview - Phase 1 Village 24 Final Map and Subdivision Agreement

Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements, and accept, subject to improvement, Lots A, B, C, D and E and the rights of way and the paseo easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 59 residential lots and 5 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

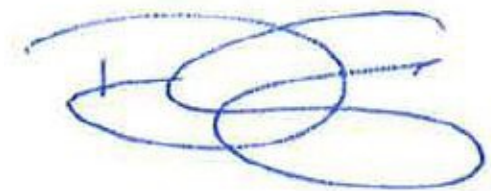
Approval of the Creekview - Phase 1 Village 24 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Creekview - Phase 1 Village 24 final map was accomplished with the preparation of the Creekview Specific Plan EIR (Adopted in April 2011) (SCH#2008032017) and the Addendum to the Creekview Specific Plan EIR approved by the City of Roseville on October 23, 2019. Because the Creekview - Phase 1 Village 24 final map is consistent with the project evaluated in the Creekview Specific Plan EIR and the Addendum, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR and the Addendum will be implemented. As

such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 20-390

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D AND E, THE STREETS SHOWN HEREON AS EDIE MAE PLACE AND TRAILBLAZER LOOP, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C, D AND E SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS EDIE MAE PLACE AND TRAILBLAZER LOOP.
- (B) LOTS A, B, C, D AND E AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY:

Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON 9/8/20 BEFORE ME, Karron M. Vasquez, A NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE

PRINTED NAME

Karron M. Vasquez

MY PRINCIPAL PLACE OF BUSINESS IS Solano COUNTY

MY COMMISSION EXPIRES: 2/14/22 MY COMMISSION NUMBER: 2228832

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

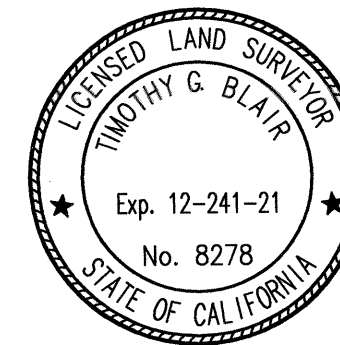
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

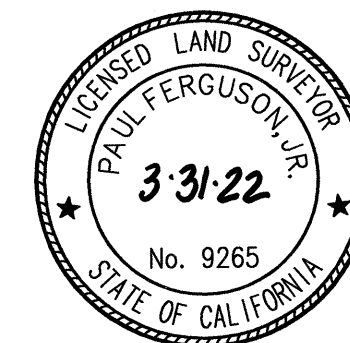
MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY:

Paul Ferguson

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 9/4/2020



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 VILLAGE 24", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, AND E, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____

BY: _____

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: _____

BY: _____

DEPUTY

FEE: \$ _____

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2020

SHEET 1 OF 8

18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: Diana L. Edwards
Diana L. Edwards
NORTHERN CA RESROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON September 8, 2020 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana Edwards
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~ ~~SHE~~ ~~THEY~~ EXECUTED THE SAME IN HIS ~~HER~~ ~~THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS ~~HER~~ ~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Christina Edwards
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 8.124± ACRES, CONSISTING OF 59 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
- ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (R/W).
- ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265. WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

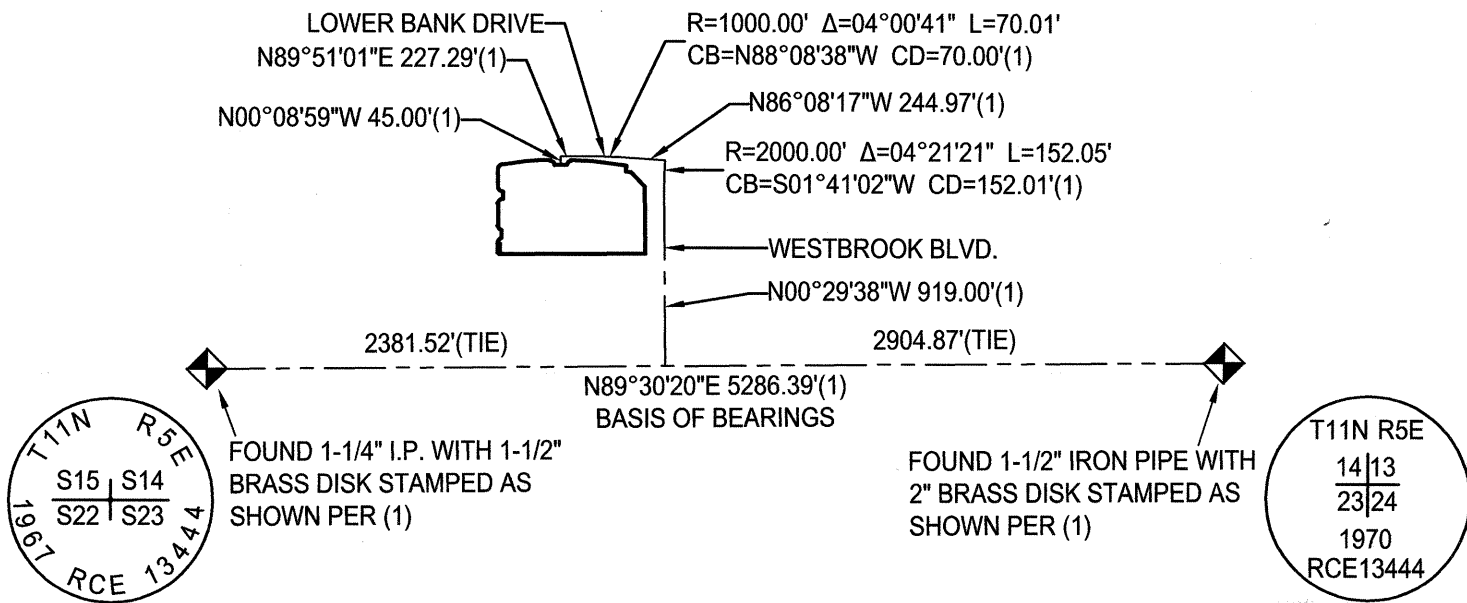
o	DIMENSION POINT
◆	FOUND SECTION CORNER AS NOTED
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760"
⊙	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
(X)	SHEET INDEX
— — — — —	SUBDIVISION BOUNDARY
— — — — —	CENTER LINE
— — — — —	IOD/ROW
— — — — —	LOT LINE & ROW
— — — — —	LOT LINE
— — — — —	EASEMENT LINE
-----	ADJACENT PROPERTY
┴	FRONT MONUMENT SEE NOTE 3 HEREON
┴	REAR MONUMENT SEE NOTE 4 HEREON

REFERENCE:

(1) EE MAPS 97 CREEKVIEW PHASE 1 LLM

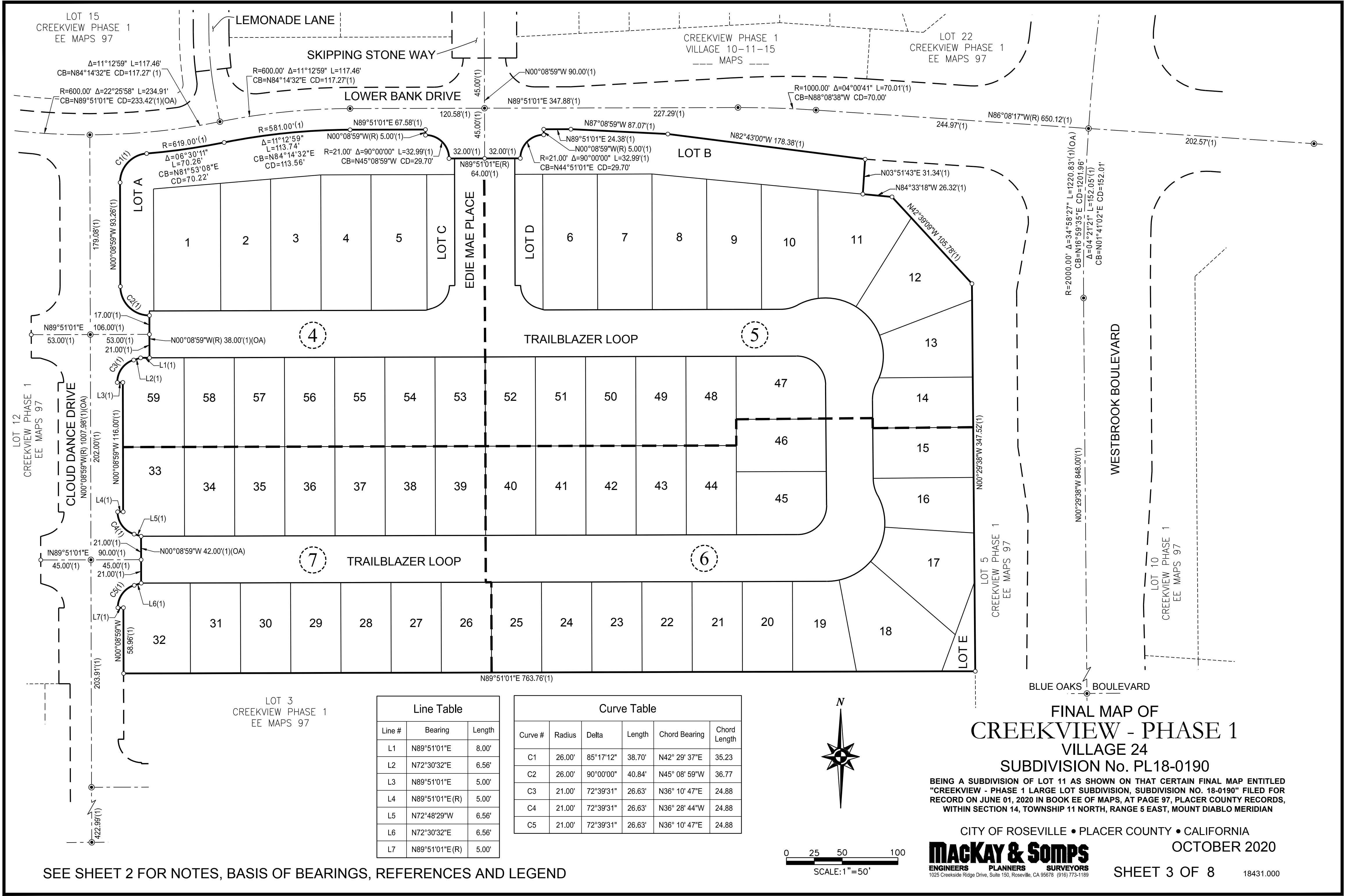
BASIS OF BEARINGS:

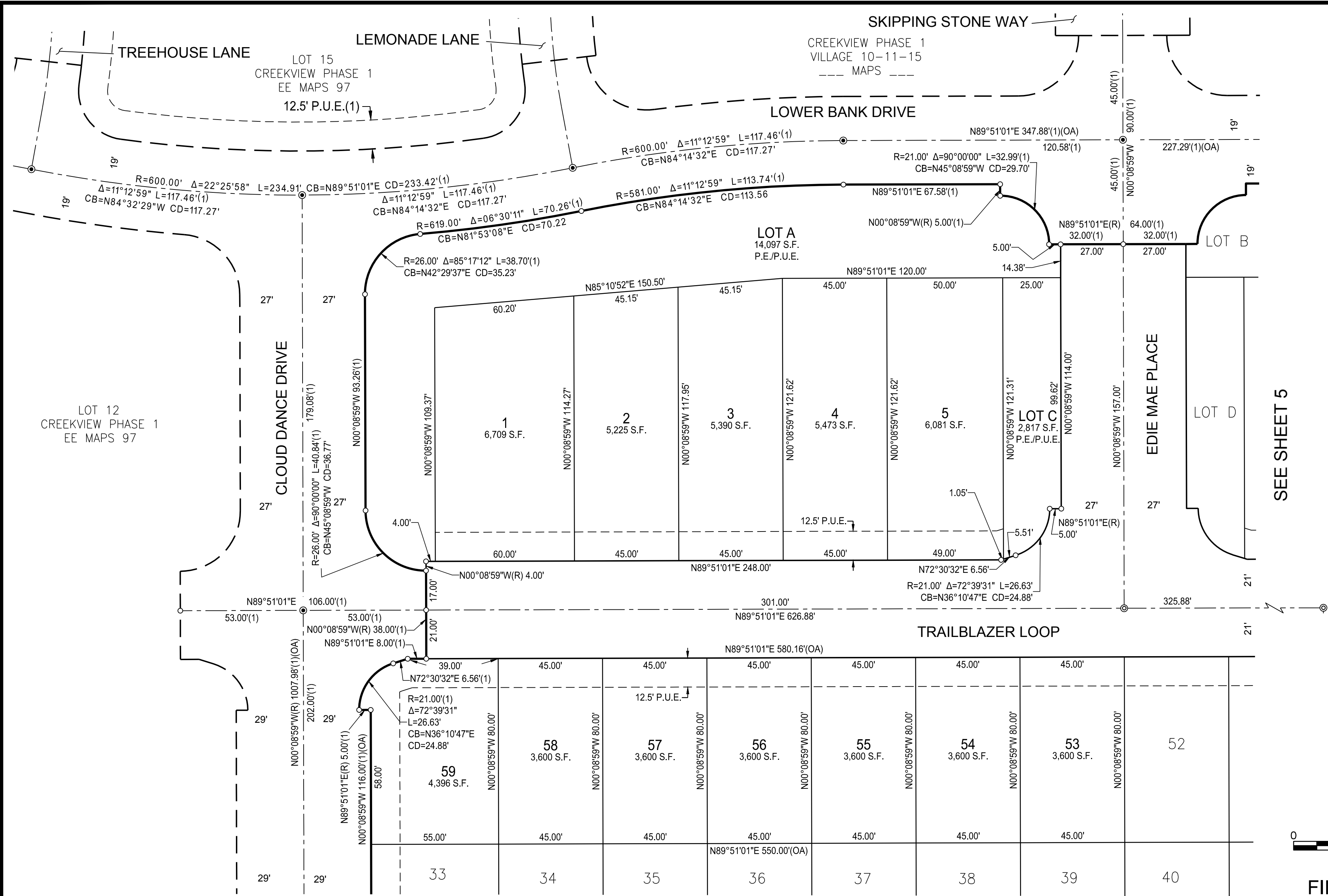
THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN





FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR
RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS,
WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

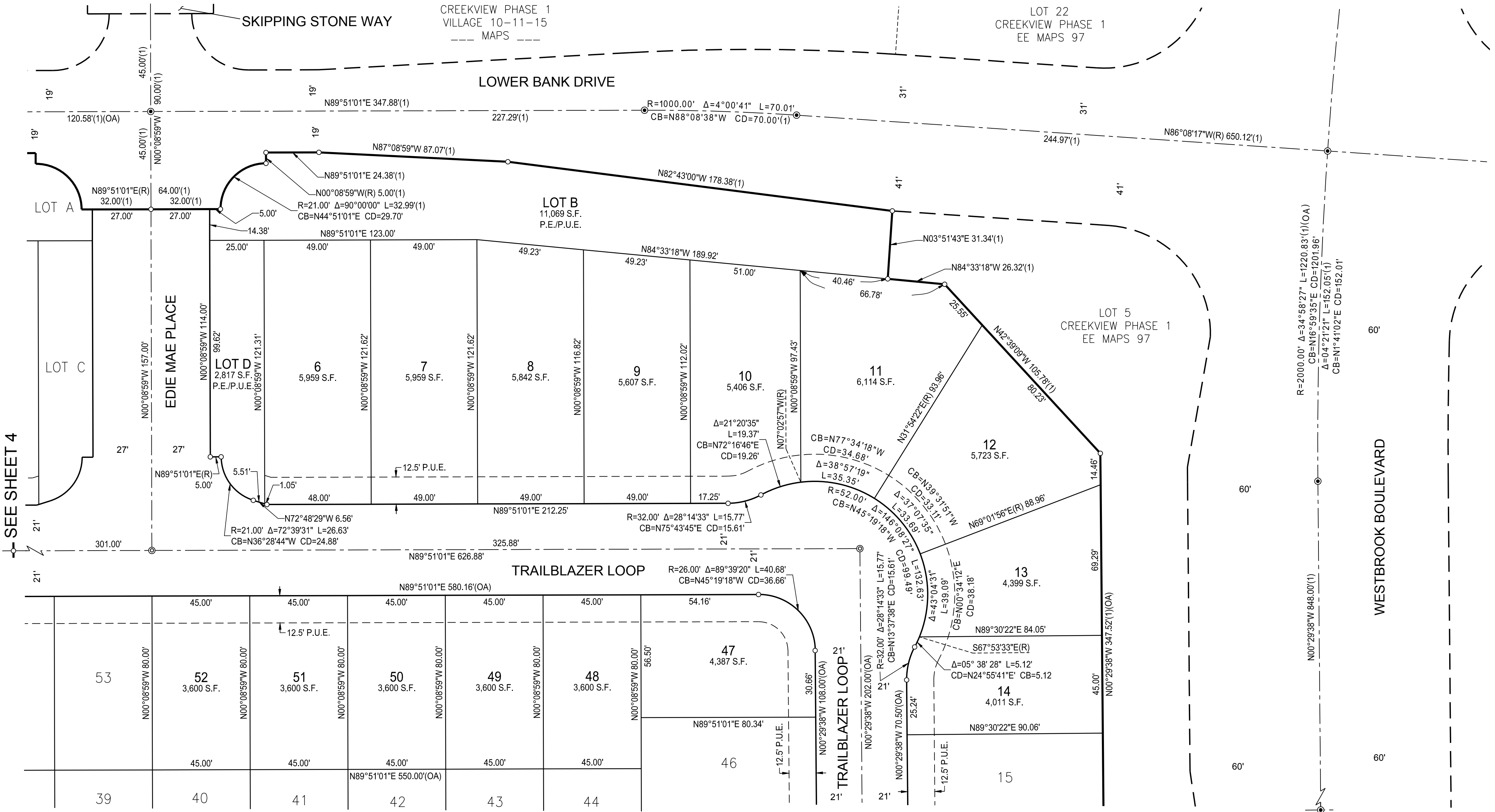
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

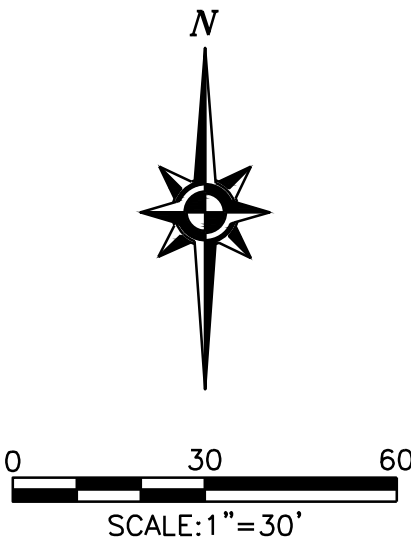
OCTOBER 2020

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

SHEET 4 OF 8 18431.000



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



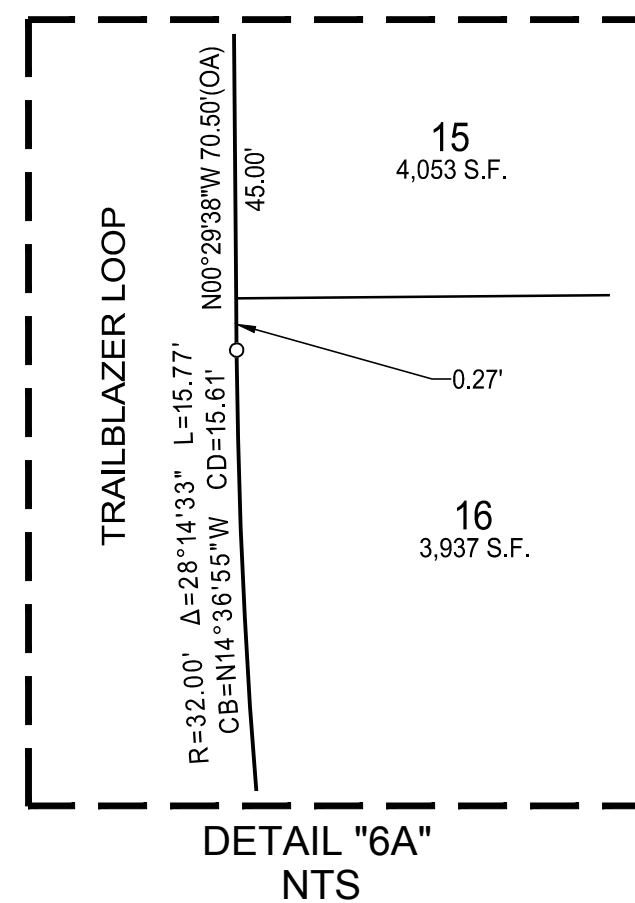
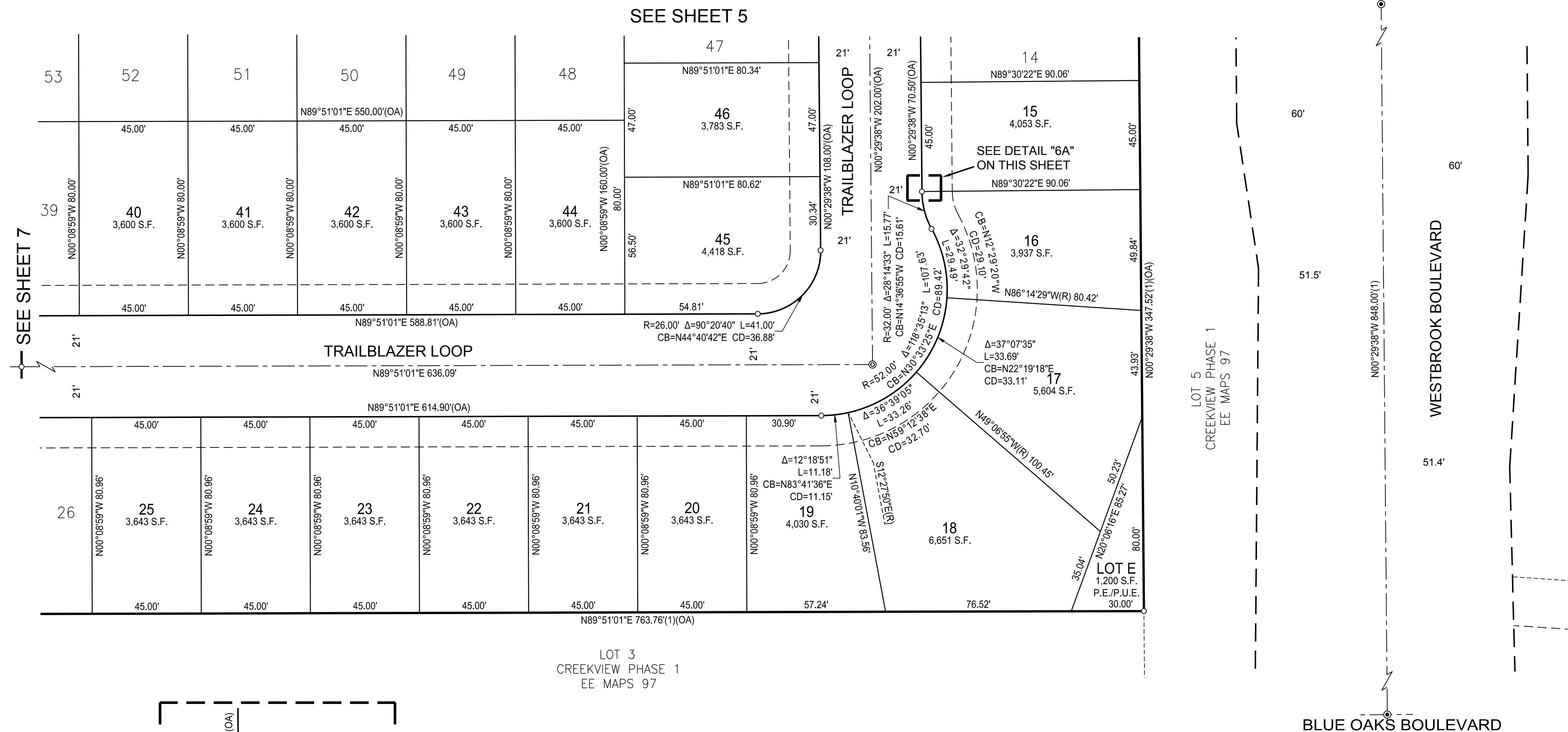
FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR
RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS,
WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

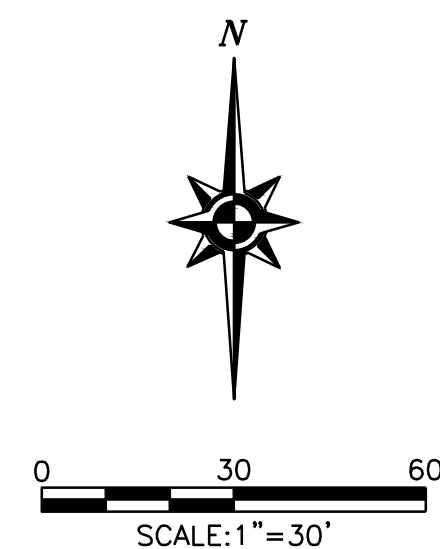
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OCTOBER 2020

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 5 OF 8 18431.000



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
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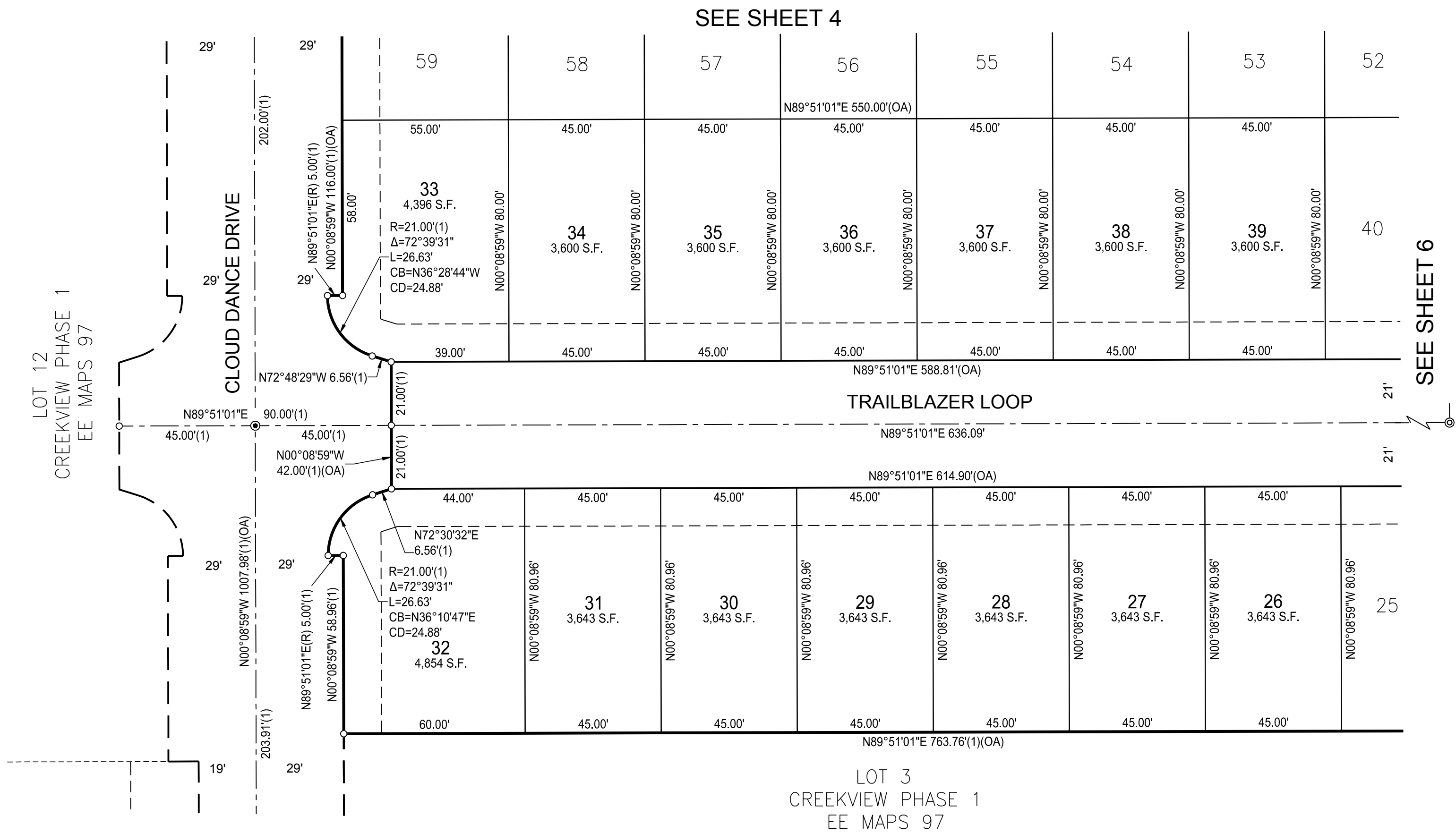
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

OCTOBER 2020

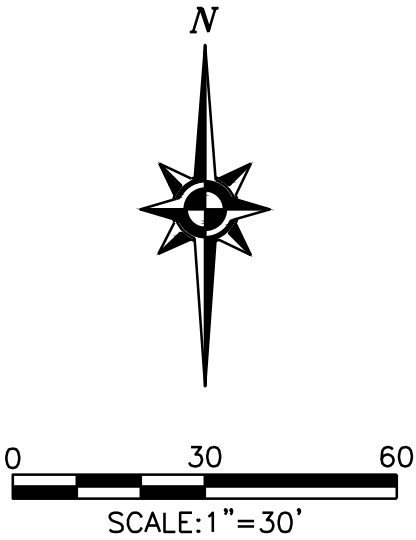
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SHEET 6 OF 8

18431.000



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

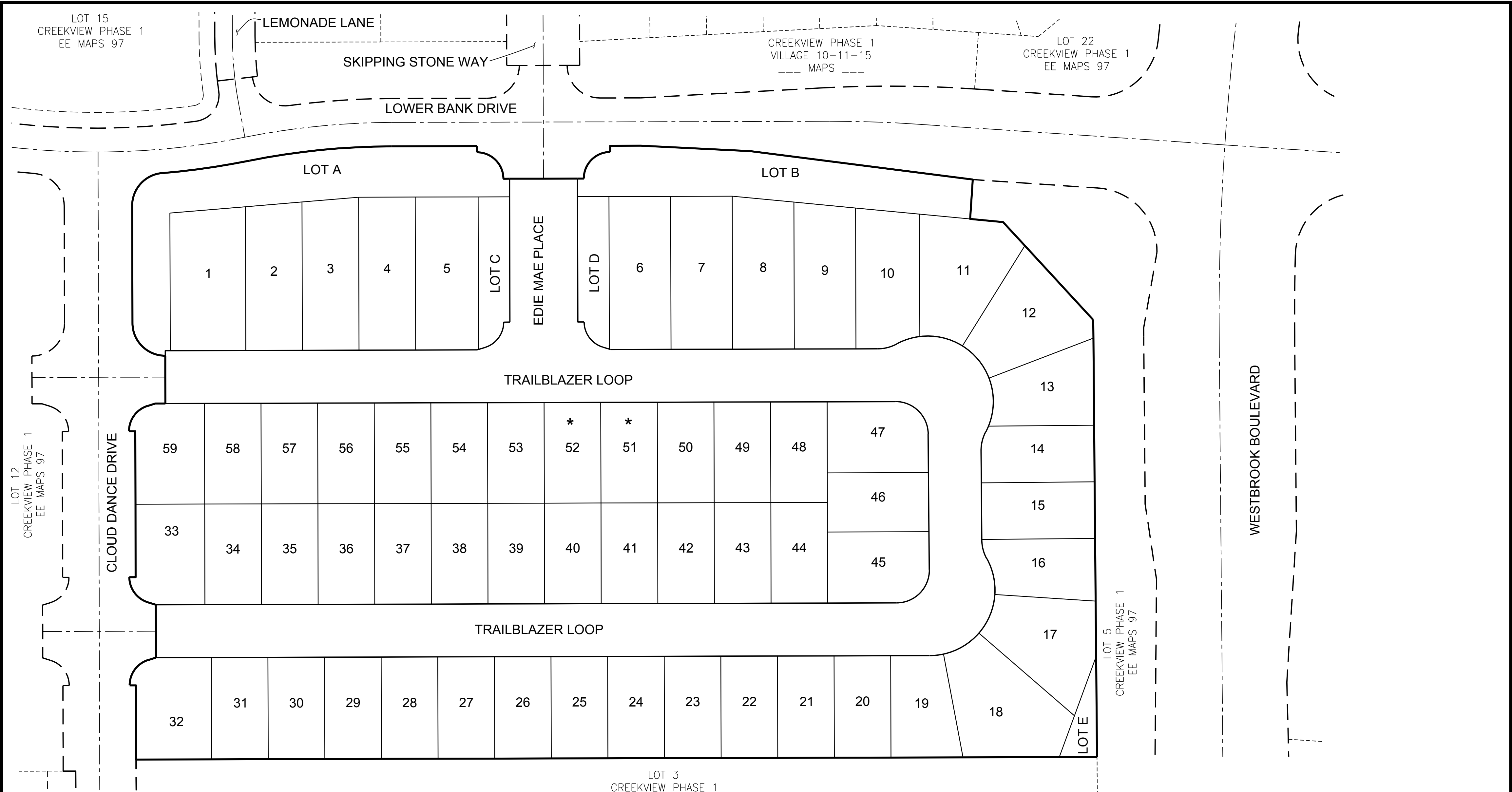


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ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

★ DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



0 25 50 100
SCALE: 1"=50'

FINAL MAP OF
CREEKVIEW - PHASE 1
VILLAGE 24
SUBDIVISION No. PL18-0190

BEING A SUBDIVISION OF LOT 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. 18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
OCTOBER 2020

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

RESOLUTION NO. 20-390

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, for the Creekview – Phase 1 Village 24 subdivision, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Creekview - Phase 1 (Village 24) SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of October,
2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Anthem United Creekview Developments Limited Partnership,
a Limited Partnership, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Creekview - Phase 1 (Village 24) Subdivision" (Subdivision
no. PL18-0190; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 10th day of October, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay and Soms Civil Engineers, Inc., dated February 6, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 30, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$1,246,380.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto 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 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 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.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Porter, Director of Development
Anthem United Creekview Developments LP
3001 Douglas Blvd, Suite 200
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

Anthem United Creekview Developments Limited Partnership,
a Limited Partnership

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
Brian Moore
its: Vice President

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____


MARC STOUT
City Engineer

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

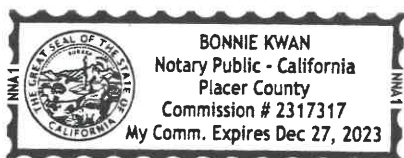
State of California

County of PLACER

On September 2, 2020 before me, Bonnie Kwan, Public Notary

personally appeared Brian Moore
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

August 25, 2020

First American Title Company
4275 Willow Road, Suite 275
Pleasanton, CA 94588

Attention: Julie Grace

RE: Creekview Phase 1 Village 24

AUTHORIZATION

Without Demand, the undersigned owner and holder of the beneficial interest in that certain Deed of Trust dated May 24, 2019 and recorded May 24, 2019 as Document No. 2019-0034783 Official Records of the County of Placer, does hereby authorize and instruct First American Title Insurance Company as the Trustee, under the terms, conditions and provisions of said Deed of Trust, to execute the Subdivision Map on behalf of the beneficiary.

By executing this authorization, the undersigned does hereby subordinate the beneficial interest of the lien of the above referenced Deed of Trust to the affect of the Subdivision Map, and further does hereby consent to the preparation and the recordation of said Map in the Office of the Recorder, County of Placer, State of California.

The undersigned also hereby relieves First American Title Insurance Company of any liability in connection with the execution of the above mentioned map.

Dated: 8-27, 2020

GCAM Creekview LLC,
a Delaware limited liability company

By: 



COUNCIL COMMUNICATION

CC #: 1013
File #: 1006-01

Title: 316 Vernon Street - Lease Agreement Amendment
Contact: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a First Amendment to Lease Agreement with Goose Port, Inc. and authorizing the City Manager to execute it.

BACKGROUND

The 316 Vernon Street Office Building is a City-owned facility that houses several City departments (Information Technology; Fire; Parks, Recreation & Libraries; Housing; and Alternative Transportation) and a ±21,000 s.f. Sierra College satellite campus. The building was completed in December 2016. Consistent with the Downtown Specific Plan and Downtown Code, the ±82,000 s.f. building was designed with approximately 6,400 s.f. of retail space on the ground floor fronting Vernon Street.

On May 23, 2018, the City Council approved a lease agreement with the Goose Port Inc. (aka Goose Port Public House), a sports-themed restaurant and bar intended to appeal to families and sports fans. The lease is for one hundred twenty six (126) months, with two optional sixty (60) month extensions. The lease agreement with Goose Port Inc. provided six months of free rent.

On March 4, 2020, Governor Gavin Newsom (Governor) proclaimed a State of Emergency in California as a result of the COVID-19 pandemic. Furthermore, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering all of California to stay at home, unless in the category of essential services. As a result of the COVID-19 pandemic, and the resulting business closures and restrictions affecting Roseville restaurants, the City and Goose Port Inc. have negotiated a lease amendment to provide an additional six months of free rent. The amendment will provide financial relief to Goose Port Inc., allowing the restaurant to remain open and reinvest in needed improvements. After the first six months of free rent, Goose Port Inc. paid rent for months 7-10. The recommended lease amendment will provide additional free rent for months 11-16, February through July of 2020, of their 126-month lease term/agreement.

FISCAL IMPACT

Execution of the lease agreement amendment will result in retroactive reductions in General Fund lease revenue of \$30,636 and \$6,167 in FY2019-20 and FY2020-21, respectively. The amendment will reduce the total projected revenue from the initial 126-month term by \$37,003 to \$733,112.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The proposed lease amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-377

Gooseport Lease Amendment

RESOLUTION NO. 20-377

APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GOOSE PORT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to lease agreement for the lease of a portion of the building at 316 Vernon Street, Roseville, CA, by and between the City of Roseville and Goose Port, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF ROSSEVILLE
AND GOOSE PORT, INC.

(Portion of 316 Vernon Street)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made and entered into on this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation (“LANDLORD”), and Goose Port, Inc., a California corporation (“TENANT”); and

W I T N E S S E T H:

WHEREAS, on May 23, 2018, LANDLORD and TENANT entered into a Lease Agreement for approximately 2,641 square feet on the first floor of a mixed-use retail and office building owned by LANDLORD at 316 Vernon Street in Roseville (“Building”); and

WHEREAS, due to the movement of a demising wall, the footprint of the leasable area expanded by 100 square feet; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom (“Governor”) proclaimed a State of Emergency in California as a result of the COVID-19 pandemic; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 ordering all of California to stay at home, unless in the category of essential services; and

WHEREAS, this stay at home order required TENANT to close its restaurant for dine-in services; and

WHEREAS, on May 12, 2020, Placer County's COVID-19 Variance Attestation submission was officially posted on the California Department of Public Health's website, allowing Placer County (and the incorporated cities within) to begin reopening additional businesses in Stage 2 of the Governor's re-opening framework. These businesses included, but were not limited to, dine-in restaurants, subject to certain requirements; and

WHEREAS, however due to another rise in COVID-19 cases, on July 13, 2020, the Governor ordered a statewide reclosure of indoor dining; and

WHEREAS, as a result of the economic impact to TENANT caused by these closures, the parties desire to amend the Lease Agreement as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2.1 of the Lease Agreement is hereby amended to read as follows:

"2.1. Rent. TENANT shall pay rent based on the following schedule ("Rent Schedule") based upon an estimated 2,741 square feet, which square footage represents a portion of the first floor of the Building:

<u>Months</u>	<u>Rent Amount Per Square Foot</u>
1-6	\$0.00
7-10	\$2.25
11-16	\$0.00
17-30	\$2.25
31-42	\$2.30
43-54	\$2.35
55-66	\$2.40

67-78	\$2.45
79-90	\$2.50
91-102	\$2.55
103-114	\$2.60
115-126	\$2.65

In addition to paying this base rent, TENANT, as part of the rental payment, shall pay to LANDLORD its pro-rata share of solid waste (garbage compactor) charges in the amount of \$155 per month, beginning immediately upon the Commencement Date.

TENANT's pro-rata share of this charge shall be adjusted annually with corresponding utility rate increases or an increase in TENANT's solid waste output that results in additional compactor tipping fees.

The annual rent shall be payable monthly, in advance and on the first day of each calendar month thereafter to LANDLORD, at the following address: 311 Vernon Street, Roseville, CA 95678 Attn: Finance. Corresponding base rent shall be adjusted, if necessary, based upon the BOMA measurement referenced in the third paragraph of the Recitals on page 1 of this Lease. If the Commencement Date is on a date other than the first of the month, rent shall be prorated for the number of days remaining in the month. If any rent payment is not received by CITY on or before the tenth (10th) day of the month, it shall be deemed delinquent. Delinquent amounts shall be subject to a monthly late charge at the rate of five percent (5%) of the total delinquent amount, and without limitation to LANDLORD's other rights and remedies under this Lease. Monthly rent shall be increased on the first day of the calendar month as specified in the Rent Schedule throughout the Term and Extension."

2. All other provisions of the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Lease Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and TENANT has caused this First Amendment to Lease Agreement to be executed.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

TENANT:

GOOSE PORT, INC., a
California corporation:

BY: _____
AL SANTOS
CEO/Secretary

and

BY: _____
KATHLEEN MARY SANTOS
Vice President

APPROVED AS TO SUBSTANCE:

BY: 
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer



COUNCIL COMMUNICATION

CC #: 1027
File #: 0113-02

Title: Community Development Block Grant Labor Compliance Monitoring Services - On-Call Professional Services Agreement Amendment
Contact: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a First Amendment to On-call Professional Services Agreement with Silveira Consulting, Inc., and authorize the City Manager to execute it.

BACKGROUND

The City became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds.

In FY2020-21, the City is using CDBG funding to complete five construction projects, four of which require labor compliance monitoring under federal Davis-Bacon Act prevailing wage requirements. Since September of 2019, the City has had a contract with Silveira Consulting to provide labor compliance monitoring for these CDBG public facilities projects. Since the implementation of the PSA with Silveira Consulting, several changes have occurred which warrant an increase in the not-to-exceed amount of the contract for labor compliance services:

- The Main Street Plaza Apartments - Significant increase in billable hours due to the developer dividing the project into two entities (separate entities for each building). The Main Street Project is currently underway and upon completion, it will be a 65-unit affordable housing project for low-income families, veterans and individuals with a disability. This project includes the construction of two separate buildings – the Main Street Plaza Apartments (DIR project # 286484) and Roseville Apartments (DIR Project #286919). At the time that the original fee was proposed, it was unclear that the project would be developed concurrently but with two separate entities. The two entities require double the work in reporting labor compliance required by the Davis-Bacon Act including: navigating large amounts of paperwork, data tracking, and contractor assistance required for both projects. The request fee amendment is to support the increase in effort and hours.

- The Gathering Inn - With the expanded scope of work, labor compliance monitoring is required for a longer period of time. The Gathering Inn shelter is undergoing a bathroom and shower facilities rehabilitation and remodel to improve accessibility and durability of facilities. Since the labor compliance monitoring contract with Silveira Consulting was executed, the scope of work for the project increased. Due to the increased scope of work, the timeline for project completion has been extended; therefore, labor compliance monitoring will be required for a longer period than originally anticipated and, as such, the budget must be increased accordingly.
- The Volunteers of America Home Start program will convert an existing classroom to a community kitchen for homeless families living at the shelter. This project was not included on the original fee proposal and, at the City's request, this project is now included as part of the amendment to the contract budget.
- The AMIH 319 Main Street affordable housing site is installing a solar system to reduce the costs of utilities. The AMIH 319 Main Street Solar installation project is currently underway and will not require an adjustment to the labor compliance monitoring budget.

The first amendment to the PSA with Silveira Consulting increases the contract amount by \$22,122.50, which brings the total not-to-exceed contract amount to \$59,050.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the CDBG consultant is recommended to come out of CDBG funding for the purposes of providing CDBG program administration services. There are adequate funds in this account to accommodate the additional \$22,122.50; as such, there is no impact the City's General Fund.

A budget adjustment, also recommended on the October 7, 2020 City Council agenda, will request an increase to the budget that includes this and other CDBG expenditures for this fiscal year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of the First Amendment to On-Call Professional Services Agreement for Community Development Block Grant labor compliance monitoring services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-387

Silveira Consulting 1st amendment

RESOLUTION NO. 20-387

APPROVING A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND SILVEIRA CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to on-call professional services agreement for Community Development Block Grant Labor Compliance Monitoring Services, by and between the City of Roseville and Silveira Consulting, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO ON-CALL
PROFESSIONAL SERVICES AGREEMENT**

Community Development Block Grant (CDBG) Labor Compliance Monitoring Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Silveira Consulting, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an On-Call Professional Services Agreement dated September 18, 2019 ("Agreement") regarding on-call CDBG Labor Compliance Monitoring Services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay twenty-two thousand, one hundred twenty-two dollars and fifty cents (\$22,122.50), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to fifty-nine thousand, fifty dollars (\$59,050).”

3. Section 4 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.”

4. Paragraph 14 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT

provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."

5. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this First Amendment to Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

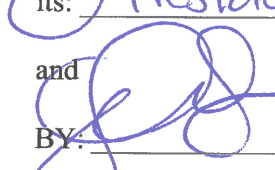
CITY OF ROSEVILLE, a
municipal corporation

SILVEIRA CONSULTING, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: President
and
BY:  _____
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

EXHIBIT “A”

TAB D: Cost Proposal

In review of the scope of work provided and our intimate knowledge of the proposed projects, we have given our cost proposal a great deal of thought.

Keeping in line with our proposed staff assignments outlined in TAB A (Responsibilities of Key Project Staff), we submit the following proposal which includes the schedule:

Staff Assignments are as follows:

Jamie Silveira, Labor Compliance Officer LCO

Jane Springmeyer, Labor Compliance Analyst LCA

Gabriela Coppedge, Field Investigator FI

Construction Project Details	Staff Assignments			Estimated Monthly Fee	Estimated Months of Services	Total Estimated Fee
	Labor Compliance Officer	Field Investigator	Labor Compliance Analyst			
	\$ 100.00	\$ 85.00	\$ 75.00			
Main Street Plaza Apartments	22	3	10	\$ 3,205.00	15	\$ 48,075.00
TGI - Bathroom Remodel	16	3	8	\$ 2,455.00	2	\$ 4,910.00
VoA Home Start Community Kitchen Addition	16	3	8	\$ 2,455.00	2	\$ 4,910.00
AMIH - Main Street Solar Project	6	3	4	\$ 1,155.00	1	\$ 1,155.00
Not to Exceed						\$ 59,050.00





COUNCIL COMMUNICATION

CC #: 1017

File #: 0113-02 & 0201-01

Title: Housing Authority - CARES Act Funding - Budget Adjustment

Contact: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends the governing board of the Housing Authority of the City of Roseville adopt a resolution approving a budget adjustment to increase the Housing Authority's FY2020-21 operating revenue and expenditure budgets by \$59,250 to implement the U.S. Department of Housing and Urban Development (HUD) – Coronavirus Aid, Relief and Economic Security Act (CARES Act) Administrative Fees. In addition to technology upgrades and other costs requested in this staff report, the Housing Authority is working in conjunction with the Alternative Transportation Division and have begun the process of re-designing the shared front office space. This remodel will mitigate the effects of COVID-19 when serving the public as well as provide social distancing for staff who work at the front desk. The front desk remodel will be a joint effort between Alternative Transportation and the Housing Division and the cost will be shared equitably. Once the final costs have been established for this project, staff will submit a budget adjustment to City Council to augment the existing capital improvement project with the Housing Authority's share of the project costs.

BACKGROUND

The CARES Act was signed into law on March 27, 2020 and provides additional appropriations for administrative fee funding to Public Housing Authorities (PHA) to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. In May of 2020, the Housing Authority received its first round of CARES Act Administrative Fees in the amount of \$115,424. In August of 2020, the Housing Authority received another round of funding in the amount of \$141,725. Since May of 2020, HUD has provided two notices that provide guidance to Public Housing Authorities regarding eligible expenses for the use of these funds. Among the many eligible expenses that can be covered by the Administrative Fees are costs related to physical improvements to office space, including expansion and remodel, and costs related to necessary upgrades to information technology or computer systems to enhance telework capacities.

The initial use of the funds will be to replace desktop computers with laptops and other peripherals to enhance telework capabilities for Housing Authority staff. Housing Division staff has been largely using older laptops and tablets borrowed from IT or personal computers since the shutdown in mid-March. This set-up has not been adequate for PHA staff and new laptops and

other peripherals will greatly increase efficiency as well as provide consistent equipment among staff. It is also anticipated that when the Housing Division reopens staff may not be able to return to the office full time. The flexibility of the new laptops will increase efficiency of working in both environments.

The estimated cost of the computer replacement including monitors, printers and peripherals is estimated to be \$35,000. Other items included in the budget adjustment are personal protective equipment, cleaning supplies, overtime for staff, front office remodel design services and cubicle barriers for PHA staff. The total cost of these other items is estimated to be \$24,250.

In addition to technology upgrades and other costs requested in this staff report, the Housing Authority is working in conjunction with the Alternative Transportation Division and have begun the process of re-designing the shared front office space. This remodel will mitigate the effects of COVID-19 when serving the public as well as provide social distancing for staff who work at the front desk. The front desk remodel will be a joint effort between Alternative Transportation and the Housing Division and the cost will be shared equitably. Once the final costs have been established for this project, staff will submit a budget adjustment to City Council to augment the existing capital improvement project with the Housing Authority's share of the project costs.

FISCAL IMPACT

The recommended budget adjustment will add \$59,250 to the Housing Authority's FY2020-21 operating revenue and expenditure budgets for the COVID-19 mitigation equipment enhancements for Housing Authority staff and will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Laura Matteoli, Economic Development Director



ATTACHMENTS:

Description

Resolution No. 3-20

Dominick Casey, City Manager

Ordinance Amending the Housing Authority Code Act

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 3-20

APPROVING A BUDGET ADJUSTMENT FOR
FISCAL YEAR 2020-21

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Housing Authority Budget Adjustment, for the transfer of \$59,250 in CARES Act Funding to enhance telework capabilities for Housing Authority staff.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby approve the Housing Authority Budget Adjustment of \$59,250.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of _____, 2020, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

CHAIRMAN

Secretary

EXHIBIT “A”



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Melissa Hagan, Administrative Analyst II FISCAL YEAR: FY2020-21
 PREPARER NAME & TITLE: Melissa Hagan, Administrative Analyst II COUNCIL DATE (if applicable): 10/7/2020
 DEPARTMENT/DIVISION: Economic Development - Housing ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	5399	54011		35,000	Laptops and peripherals for HCV staff
2801	5351	54011		3,000	PPE, cleaning supplies, etc
2801	5301	54011		7,250	Design services for Rehab for HCV front office
2801	5005	54011		6,000	Overtime for HCV staff (100 hours)
2801	5431	54011		8,000	HA cubicle Barriers
TOTAL				59,250	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	4401	54011		59,250	Housing Authority Cares Act Funding (round 1) Function = 39805
TOTAL				59,250	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

Augment the budget with a portion of the CARES ACT funding from HUD for COVID-19 mitigation. Replace desktop computers with laptops and other peripherals to enhance telework capabilities for Housing Authority staff. The estimated cost of the computer replacement including monitors, printers and peripherals is estimated to be \$35,000. Other items included in the budget adjustment are personal protective equipment, cleaning supplies, overtime for staff, front office remodel design services and cubicle barriers for HCV staff. The total cost is estimated to be \$24,250.

<i>Laura Matteoli</i> REQUESTING DEPARTMENT HEAD / DESIGNEE 09/16/2020 DATE REQUIRED APPROVALS:			
BUDGET MANAGER / DESIGNEE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE	
CITY MANAGER / DESIGNEE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1037

File #: 1003

Title: 1203 Gabrielli Drive - Purchase and Sale and Loan Agreement, Agreement for Access and Parking, Grant Deed & Budget Adjustment

Contact: Troy Holt 916-746-1173 tgholt@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authoring the City Manager or his designee to execute the Purchase and Sale and Loan Agreement, the Agreement for Access and Parking, the Grant Deed, and all escrow related documents; and
2. Adopt an ordinance approving a budget adjustment to deposit the sales proceeds into the Strategic Improvement Fund (SIF).

BACKGROUND

1203 Gabrielli Drive (APN: 470-250-002-000) is a .169 acre parcel located near the intersection of Cirby Way and Sunrise Boulevard, see Attachment 1. The City Council declared the property as surplus on October 23, 2019. As required by the Surplus Land Act, letters offering to sell or lease the property were sent to local public and affordable housing developers; park, recreation and open space agencies; and school districts. None of these agencies expressed an interest in leasing or purchasing the property. Therefore, since the City has complied with the Surplus Land Act, the City may dispose of the property pursuant to its own real property disposition procedures.

This parcel is currently occupied by a building, called the "Lyman Leak Memorial Community Center", that is owned by the Lions Club of Roseville. The Lions Club has leased the City-owned property where its building is located, via a lease with the City, since 1973; however, the lease with the Club has expired.

The purchase price is \$10,000, with \$2,000 due at the time of sale (minus the City's share of escrow costs) and the remaining amount due in four annual payments of \$2,000.

The proposed Purchase and Sale Agreement also includes an Agreement for Access and Parking on the adjacent City-owned property. The Agreement gives the Lion's Club of Roseville a

perpetual exclusive right to: (a) use six (6) assigned parking stalls on the adjacent City-owned property for the purpose of parking vehicles and trucks (excluding big-rig trucks and trailers); (b) use designated driveways and drive aisles within City's property to access said parking stalls, to service the trash bins located on the subject property, and to make deliveries to buildings located on the subject property; and (c) to use City's property to access the subject property through the shared driveway that borders the City's property and the subject property. The foregoing right is intended for the use of the customers, suppliers, agents, invitees, licensees, tenants, members, and employees of the current and all future businesses and occupants of the building that is constructed on the subject property.

Disposition Under the Municipal Code

According to Roseville Municipal Code §4.12.110(B), excess real property determined by the City Council to be unusable except by the owner of adjoining privately owned real property, or real property needed by another public entity, public utility, or a nonprofit public benefit corporation which has its principal place of business in the city, may be offered for sale to such adjoining landowner, or to such public entity, public utility, or nonprofit public benefit corporation which has its principal place of business in the City, at a price determined by the City Council to be equitable to the purchaser and the City.

The Lions Club is a nonprofit public benefit corporation which has its principal place of business in the City of Roseville. They also own the building currently located on the parcel and desire to purchase the underlying land from the City. Since this property is underutilized by the City and there are no identified future needs for this property, and because the City doesn't own or control the building, the City may sell the property to the Lions Club at a price determined by the City Council to be equitable to the Lions Club and the City. Staff has determined and recommends that the City Council find that the purchase price of \$10,000 is equitable to both parties.

FISCAL IMPACT

Approval of a Purchase and Sale Agreement and budget adjustment will increase the SIF fund balance by \$10,000, less the costs for half of the escrow fees, over a five-year period.

ENVIRONMENTAL REVIEW

The proposed project involves the sale of surplus property not located in an area of statewide, regional or area-wide concern. This activity is categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Troy Holt, Economic Development Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

1203 Gabriellie Drive Location Map

Resolution No. 20-396

Purchase and Sale and Loan Agreement

Agreement for Access and Parking

Promissory Note

Deed of Trust and Assignment of Rents

Grant Deed

Ordinance No. 6275

Budget Adjustment



RESOLUTION NO. 20-396

APPROVING A PURCHASE AND SALE AND LOAN AGREEMENT, AN AGREEMENT FOR ACCESS AND PARKING, AND A GRANT DEED, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SUNRISE LIONS CLUB OF ROSEVILLE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City is the owner of approximately .169 acres of certain real property located at 1203 Gabrielli Drive (APN 470-250-002-000) "Subject Property"; and

WHEREAS, in 1973 the Sunrise Lions Club of Roseville, Inc. entered into a lease with the City for the purpose of locating their building on the Subject Property in order to use as a public meeting place and recreation center for organized youth groups; and

WHEREAS, the City determined at the time that the Subject Property was not needed for municipal services and that the location of a public meeting place and recreation center upon City-owned real property conformed to the General Plan; and

WHEREAS, after recently inventorying its real property interests, the City declared the Subject Property as surplus property and has deemed it is not necessary for the City's use; and

WHEREAS, the Sunrise Lions Club of Roseville, Inc., the current occupant and owner of the building located on the Subject Property, desires to acquire the Subject Property to continue to operate a public meeting place and City is willing to sell the Subject Property to them.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale and Loan Agreement, an Agreement for Access and Parking, and the Grant Deed, for the parcel located at 1203 Gabrielli Drive (APN 470-250-002-000) are hereby approved and the City Manager is authorized to execute them and all escrow related documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PURCHASE AND SALE AND LOAN AGREEMENT

Subject Property: 1203 Gabrielli Drive

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, as grantor ("CITY") and Sunrise Lions Club of Roseville, Inc., a California nonprofit corporation ("GRANTEE").

W I T N E S S E T H:

WHEREAS, CITY is the owner of approximately .169 acres of certain real property located at 1203 Gabrielli Drive (APN 470-250-002-000) located in the City of Roseville, County of Placer, more particularly described in Exhibit "A" which is attached hereto and is incorporated herein by this reference; and

WHEREAS, said real property is referred to in this Agreement as "the Subject Property"; and

WHEREAS, in 1973 GRANTEE entered into a lease with CITY for the purpose of locating their building on the Subject Property in order to use as a public meeting place and recreation center for organized youth groups; and

WHEREAS, CITY determined at the time that the Subject Property was not needed for municipal services and that the location of a public meeting place and recreation center upon CITY-owned real property conformed to the General Plan; and

WHEREAS, the initial lease term was from July 1, 1973 to June 30, 1993; and

WHEREAS, on June 2, 1993, the parties extended the term of the lease for another twenty (20) years; and

WHEREAS, the lease expired in 2013 but GRANTEE has continued to occupy the Subject Property with CITY's consent; and

WHEREAS, after recently inventorying its real property interests, CITY declared the Subject Property as surplus property and has deemed it is not necessary for CITY's use; and

WHEREAS, GRANTEE, the current occupant and owner of the building located on the Subject Property, desires to acquire the Subject Property to continue to operate a public meeting place and CITY is willing to sell the Subject Property to GRANTEE upon the terms and conditions specified in this Agreement; and

WHEREAS, CITY and GRANTEE further agree as a condition of this sale to enter into an Access and Parking Agreement prior to and as a condition of closing escrow.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. CITY agrees to sell, and GRANTEE agrees to buy, the Subject Property for the sum of ten thousand dollars (\$10,000) ("Purchase Price"). CITY shall provide GRANTEE with a loan in the amount of the Purchase Price less the Deposit required herein, for a total loan amount of eight thousand dollars (\$8,000) ("Loan").

2. Terms and Conditions of Loan.

A. The Loan by CITY to GRANTEE is in the principal amount of eight thousand dollars (\$8,000).

- B. No interest shall be charged on the Loan.
- C. The term of the Loan shall expire on October 7, 2024. Yearly Loan payments in the amount of two thousand dollars (\$2,000) shall be due and payable by GRANTEE on the following dates: October 7, 2021, October 7, 2022, October 7, 2023, and October 7, 2024.
- D. The Loan may be assumable by a third party upon sale of the Subject Property to said third party; provided, however, that such assumption shall be subject to the prior written consent by CITY.
- E. The principal amount owed shall be immediately due upon any of the following: (1) sale of the Subject Property, in whole or in part; (2) removal or addition of titleholders to the Subject Property; (3) change or modification in title to the Subject Property; (4) refinance of any existing loans affecting the Subject Property; (5) foreclosure or tax sale of the Subject Property; (6) GRANTEE's default of any conditions of this Agreement, the Promissory Note, or the Deed of Trust; (7) CITY discovers that GRANTEE, in any application to or negotiations with CITY in connection with the Loan, has failed to disclose or has misrepresented any fact deemed by CITY to be material or which would have prevented GRANTEE from being eligible for the Loan; (8) CITY discovers that GRANTEE has made any misrepresentations or has failed to disclose any fact deemed material by CITY in the Promissory Note or the Deed of Trust; (9) GRANTEE becomes insolvent or bankrupt or being unable or admitting, in

writing, GRANTEE's inability to pay its debts as they mature or making a general assignment or entering into any arrangements with creditors; (10) proceedings for the appointment of a receiver, trustee or liquidator of the assets of GRANTEE or a substantial part of such assets, being authorized or instituted by or against GRANTEE; (11) proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against GRANTEE; (12) GRANTEE fails to perform any covenant, term or condition in any instrument creating a lien upon the Subject Property which is the security under the Deed of Trust, or any part thereof, which lien may have priority over the lien of the Deed of Trust; and (13) failure to repay the principal amount in four (4) years from the Effective Date. However, the refinancing of any existing Loan encumbering the Subject Property for the sole purpose of reducing payments, if approved by CITY, will not constitute a default of this Agreement.

F. If any Loan terms or conditions, as stated herein, conflict with any terms or conditions of the Promissory Note or Deed of Trust, the terms and conditions of the Promissory Note or Deed of Trust shall control over those stated herein.

3. Conveyance. CITY has executed or will execute a Grant Deed in a form satisfactory to GRANTEE, conveying the Subject Property to GRANTEE.

4. Access and Parking Agreement. Concurrently with the conveyance of the Subject Property, the parties shall enter into a recorded Agreement for Access and Parking ("Parking

Agreement”), substantially in the form attached hereto as Exhibit “B,” which shall grant GRANTEE the exclusive right to utilize six (6) parking spaces on the adjacent lot owned by CITY.

5. Escrow. CITY shall open an escrow for this transaction with Placer Title Company ("the Title Company"), 1508 Eureka Road, Suite 150, Roseville, CA 95661. CITY shall deliver the Grant Deed to the Title Company. GRANTEE shall deposit with the Title Company the sum of two thousand dollars (\$2,000) (“Deposit”) for the account of CITY, conditioned upon the Subject Property vesting in GRANTEE free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except:

A. County taxes for the fiscal year in which this escrow closes, including possible personal property taxes, which have become a lien but are not yet due or payable, shall be prorated on the basis of the latest tax statement. The taxes for the fiscal year in which this escrow closes shall be cleared and paid for from the money payable to CITY, in the manner required by § 4986 of the Revenue and Taxation Code.

B. From the money payable to CITY, the Title Company shall pay any delinquent taxes, together with penalties and interest due thereon.

6. Conditions to GRANTEE’s Performance. All duties of GRANTEE to purchase the Subject Property shall be expressly conditioned upon the satisfaction of each of the conditions set forth below on or before the date set forth with regard to each condition.

GRANTEE SHALL NOTIFY CITY, IN WRITING, OF GRANTEE'S REMOVAL OR WAIVER OF EACH CONDITION SET FORTH BELOW WITHIN THE SPECIFIED TIME PERIOD OR THIS CONTRACT SHALL BE TERMINATED AND ALL DEPOSITS, WITH INTEREST, IF ANY, SHALL BE RETURNED TO GRANTEE WITHOUT PENALTY.

A. Feasibility Period:

Within thirty (30) calendar days from the Contract Date, GRANTEE's determination that the Subject Property, its income and development potential, its market position, its uses and other economic aspects are acceptable to GRANTEE, in GRANTEE's sole discretion.

B. Physical Inspections:

Within thirty (30) calendar days from the Contract Date, GRANTEE's approval of inspections by GRANTEE and professionals employed by GRANTEE to inspect the Subject Property and all improvements thereon. CITY, by execution of this Agreement, hereby grants GRANTEE and GRANTEE's authorized representatives and experts the right to enter upon and inspect and make reasonable tests upon the Subject Property at reasonable times and upon notice to CITY, and GRANTEE shall hold CITY harmless from any damage or injury to persons or property by reason of the entry upon the Subject Property by GRANTEE, its agents and its experts. GRANTEE shall order and pay all costs with respect to such inspections.

GRANTEE's approval of any inspection of the Subject Property, however, shall not alter or diminish any of CITY's representations or warranties to the extent made under this Agreement, and CITY acknowledges and agrees that GRANTEE is nonetheless relying on CITY's representations and warranties made herein, except to the extent reliance on such representation or warranty is specifically waived, in whole or in part, in writing, by GRANTEE.

C. Inspection of Documents, Books and Records:

Within thirty (30) calendar days from the Contract Date, GRANTEE's inspection and approval of the following documents or copies thereof: All surveys, soils tests, engineering studies, or any other test results or reports in CITY's possession or under CITY's control, maintenance contracts, and any amendments thereto covering the Subject Property, and books and income/expense records covering the Subject Property for past year(s) and for the current year to and including the Contract Date. CITY warrants and represents that the books and records are those kept and maintained by CITY in the ordinary and normal course of business.

D. Title Approval:

GRANTEE shall have twenty (20) calendar days from the receipt of the preliminary title report within which to notify CITY, in writing, of GRANTEE's disapproval of any exception shown in the title report or the legal description. If GRANTEE does not give written notice of such disapproval within such period, the title report shall be deemed approved. If GRANTEE disapproves of any

exception in writing as described above, CITY shall have ten (10) business days from the date of CITY's receipt of written notice of the disapproval to give written notice to GRANTEE that CITY shall remove the disapproved exception(s) prior to escrow closing. CITY's failure to deliver the notice shall mean CITY will not remove the exception. If CITY elects not to remove any disapproved exception, GRANTEE shall have five (5) business days either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If GRANTEE fails to so notify CITY, in writing, within five (5) business days of its election pursuant to this paragraph, GRANTEE shall be deemed to have elected to terminate this Agreement. In the event of a termination hereunder, the parties shall have no obligations hereunder and GRANTEE's Deposit shall be returned to GRANTEE and CITY and GRANTEE shall each pay one-half (1/2) of any fees incurred by title company in preparation of the preliminary title report. Any exception which GRANTEE has approved hereunder, either by GRANTEE's approval, GRANTEE's failure to disapprove such exception, or by GRANTEE's waiver of a disapproval, shall be deemed a "Permitted Exception."

7. Discharge of Obligations. The Title Company may expend any and all money payable to CITY under this Agreement to discharge any obligations (except those shown in Paragraph 5) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in

Paragraph 5A), or debts secured by deeds of trust or mortgages, or to defray any other incidental costs other than those specified in this Paragraph 7 to be borne by GRANTEE. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish CITY and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

8. Escrow Costs. CITY and GRANTOR shall each pay one-half (1/2) of all escrow fees, recording fees and title insurance charges incurred in this transaction. Escrow agent acknowledges that CITY is not subject to real property taxes.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon close of escrow. Escrow shall close not later than sixty (60) calendar days after the date of this Agreement.

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall serve as escrow instructions. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTEE to be valid and enforceable.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. CITY shall deliver possession of the Subject Property to GRANTEE on the Closing Date free of all tenants other than GRANTEE and shall defend, indemnify, and save and hold GRANTEE harmless from the claims of any tenants claiming a right to possession arising before the Closing Date. If a tenant remains in possession on the

Closing Date, GRANTEE may terminate this Agreement without liability on GRANTEE's part and receive back its Deposit.

13. Hazardous Substance. Neither CITY, nor to the best of CITY's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "Hazardous Substance" on the Subject Property; and (2) neither CITY, nor to the best of CITY's knowledge, any third party, has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "Hazardous Substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic, or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §5101 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

14. Flood Insurance Act. GRANTOR discloses that the Subject Property is not located in a "flood zone," as set forth on FEMA's "Special Flood Zone Area Maps." As a condition to obtaining financing on most properties located in "flood zones," some banks,

savings and loan associations and insurance lenders require that flood insurance be carried where such properties are security for the loan. This requirement is mandated by the FEMA National Flood Insurance Program and became effective August 1, 1968. GRANTEE acknowledges that GRANTEE has not received or relied upon any representations from either CITY or Broker(s) regarding the legal effect, interpretation or economic consequences of the National Flood Insurance Program and related legislation.

15. Earthquake Fault Zoning Act. CITY discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone"). If the Subject Property is in a Geologic Zone, the construction or development on the Subject Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California.

16. Testing. GRANTEE may prior to close of escrow and at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if Hazardous Substances exist. If, in GRANTEE's good faith estimate, the cost of remediating any such conditions which may be found is unacceptable to GRANTEE, GRANTEE may, at its sole option, rescind this Agreement and cancel the escrow. Provided, however, that GRANTEE shall exercise said option not later than thirty (30) calendar days after the date of this Agreement.

17. CITY's Warranties.

Except as otherwise expressly stated herein, GRANTEE agrees that it is purchasing the Purchase Property “as is” and “with all faults,” with no warranties by CITY of any kind, express or implied, with respect to the Subject Property or the condition thereof. By closing this transaction, GRANTEE hereby releases CITY and assumes all damages, claims, liabilities and obligations, whether known or unknown, arising from or related in any way to the Subject Property or the condition thereof, including without limitation the physical condition of the Subject Property, the presence and/or absence of Hazardous Substance in, on, under or affecting the Subject Property, and the compliance of the purchase. For purposes hereof, “Hazardous Substance” shall have the meaning ascribed to it in Paragraph 13 above.

CITY hereby represents and warrants to GRANTEE:

A. Contracts:

That there are no service contracts or other contractual obligations upon which CITY is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) calendar days’ notice.

B. Documents Delivered:

That all documents delivered to GRANTEE by CITY pursuant to the terms of this Agreement are complete and as of their respective dates true and correct.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has CITY received

any notice of any special assessments or condemnation actions being contemplated.

D. Title:

1) Encumbrances:

That to CITY's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind, except for the Permitted Exceptions.

2) Encroachments:

That to CITY's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

3) Streets:

That to CITY's best knowledge, there is no existing, proposed, or contemplated plan to widen, modify, or realign any street or highway.

E. Litigation:

That CITY is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against CITY before any court or administrative agency in any way connected with or relating to the Subject

Property, or affecting CITY's ability to fulfill all of its obligations under this Agreement.

F. Payment of All Obligations:

That as of close of escrow, there shall be no outstanding contracts made by CITY for any improvements to the Subject Property, which have not been fully paid for, and CITY shall cause to be discharged all mechanics' and materialmen's liens arising from any labor and material finished prior to close of escrow or shall cause a bond or be posted to secure payment of the mechanics' and materialmen's liens from a surety company and in an amount approved in advance, in writing, by GRANTEE. In the event that there are undischarged mechanics' and/or materialmen's liens affecting the Subject Property as of close of escrow, and CITY has not posted bonds securing payment of the liens pursuant to this subsection, GRANTEE shall have the option to assume or take the Subject Property subject to the undischarged liens and deduct the amount claimed under such liens (including interest and attorneys' fees) from the cash payable to CITY at close of escrow and to pay such liens in full.

G. Indemnification:

That CITY, to the fullest extent allowed by law, shall defend, indemnify and save and hold GRANTEE harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising out of the breach by CITY

of the covenants or any warranties or the falsity of any of the representations set forth in this paragraph.

H. Survival.

That CITY's representations, warranties and covenants contained in this paragraph shall survive close of escrow and the recordation of the Grant Deed.

18. Close of Escrow. The following are additional conditions to the close of escrow:

A. Title Policies:

Simultaneously with the close of escrow, escrow agent shall issue an ALTA Lender's Policy of Title Insurance in the amount of CITY's loan, showing the Deed of Trust as a valid lien against the Subject Property in favor of CITY and subject only to the following matters which are approved exceptions to title:

- 1) A lien for real property taxes, bonds, and assessments not then due; and
- 2) Other exceptions approved in writing by CITY prior to close of escrow.

Simultaneously with the close of escrow, escrow agent shall also issue an ALTA Owner's Policy of Title Insurance in the amount of GRANTEE's purchase price for the Subject Property, showing title to the Subject Property vested in GRANTEE subject only to the following matters which are approved exceptions to title:

- 1) A lien for real property taxes, bonds, and assessments not then due;
and
- 2) Other exceptions approved in writing by GRANTEE prior to close
of escrow.

B. Deposited by CITY:

On or prior to the close of escrow, CITY shall deposit with escrow agent the
following:

- 1) A copy of this Agreement, executed by both parties;
- 2) The Grant Deed, executed and acknowledged by CITY, in a form
approved by the City Attorney, evidencing the conveyance of fee title to
the Subject Property to GRANTEE;
- 3) The Parking Agreement executed by CITY;
- 4) CITY's share of closing costs, fees and prorations.

C. Deposited by GRANTEE:

On or prior to the close of escrow, GRANTEE shall deposit with escrow agent the
following:

- 1) A Promissory Note executed by GRANTEE, evidencing the
financial obligations of GRANTEE to CITY;
- 2) A Deed of Trust executed by GRANTEE, securing the financial
obligations of GRANTEE to CITY;
- 3) The Parking Agreement executed by GRANTEE; and

- 4) GRANTEE's share of closing costs, fees and prorations.

D. Closing Date:

The close of escrow shall take place on the closing date. On the closing date, escrow agent shall complete the close of escrow as follows and in the following order:

- 1) Obtain full execution of all unexecuted documents and date all undated documents (including without limitation any effective date or commencement date not otherwise dated) as of the closing date;
- 2) Record the Grant Deed (marked for return to GRANTEE), Deed of Trust (marked for return to CITY) and Parking Agreement (marked for return to CITY) with the Placer County Recorder (which shall be deemed delivery to the parties);
- 3) Issue the title policies described in this Agreement;
- 4) Prorate taxes, assessments, rents, and other charges as provided in this Agreement;
- 5) Charge the parties for those costs and expenses to be paid by the parties pursuant to this Agreement;
- 6) Prepare and deliver to both parties conformed copies of all recorded documents;

7) Prepare and deliver to both parties one signed copy of escrow agent's closing statement showing all receipts and disbursements of the escrow; and

8) Deliver the original, fully-executed Promissory Note to CITY.

19. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be modified, changed or rescinded only by an instrument in writing, executed by the parties.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

22. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the parties.

23. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

24. Notice. Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE

GRANTEE

Laura Matteoli
Economic Development Director
311 Vernon Street
Roseville, CA 95678

Fay Young
President
P.O. Box 8
Roseville, CA 95661

Either party may amend its address for notice by notifying the other party in writing.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 20____, and GRANTEE has caused this Agreement to be duly executed.

GRANTOR:

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

GRANTEE:

SUNRISE LIONS CLUB OF ROSEVILLE,
INC., a California nonprofit corporation

BY: Fay C. Young
FAY YOUNG
President

and

BY: Robin L. Nichol
ROBIN L. NICHOL
Treasurer

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: *Laura Matteoli*
LAURA MATTEOLI
Economic Development Director

Exhibits:

- A: Description of Subject Property
- B: Form of Access and Parking Agreement

EXHIBIT "A"

Description of Subject Property

The land (excluding all buildings) described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000

EXHIBIT “B”

Form of Access and Parking Agreement

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

AGREEMENT FOR ACCESS AND PARKING

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Sunrise
Lions Club of Roseville, Inc., a California nonprofit corporation ("CLUB");

W I T N E S S E T H:

WHEREAS, CITY is the owner of approximately .169 acres of certain real property
located at 1203 Gabrielli Drive (APN 470-250-002-000) located in the City of Roseville, County
of Placer, more particularly described in Exhibit "A" which is attached hereto and is incorporated
herein by this reference ("Subject Property"); and

WHEREAS, on or about October 7, 2020, CITY and CLUB entered into a Purchase and Sale and Loan Agreement wherein CLUB agreed to purchase the Subject Property from CITY; and

WHEREAS, CLUB intends to operate a public meeting place on the Subject Property and accordingly needs parking; and

WHEREAS, CITY is also the owner of certain real property located adjacent to the Subject Property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("CITY's Property"); and

WHEREAS, CITY operates a fire station on CITY's Property; and

WHEREAS, as a condition of the sale of the Subject Property to CLUB by CITY, CITY agreed to provide access and parking within CITY's Property to CLUB for the benefit of the Subject Property, pursuant to the terms set forth herein.

NOW, THEREFORE, pursuant to valuable consideration as set forth below and in the above recitals, incorporated by reference herein, CLUB and CITY agree as follows:

1. Grant of Rights. CITY hereby grants to CLUB, for the benefit of the Subject Property and its Users (as defined below), a perpetual exclusive right to: (a) use six (6) assigned parking stalls on CITY's Property for the purpose of parking vehicles and trucks (excluding big-rig trucks and trailers); (b) use designated driveways and drive aisles within CITY's Property to access said parking stalls, to service CLUB's trash bins located on the Subject Property, and to make deliveries to buildings located on the Subject Property; and (c) to use CITY's Property to

access the Subject Property through the shared driveway that borders the CITY's Property and the Subject Property. The foregoing right is intended for the use of the customers, suppliers, agents, invitees, licensees, tenants, members, and employees of the current and all future businesses and occupants (collectively "Users") of the buildings constructed or to be constructed on the Subject Property.

2. Limitations and Restrictions. CITY understands and agrees that the parking spaces on CITY's Property will be assigned and reserved for CLUB's exclusive use and CITY shall not use the parking stalls for parking vehicles or storing equipment.

CLUB understands and agrees that CLUB's and Users' use of CITY's Property shall be restricted as follows: (a) CLUB and Users shall not use CITY's Property to park big-rig trucks and trailers; (b) designated driveways and drive aisles shall not be used for parking; and (c) CLUB shall not install any equipment on CITY's Property or make any alterations or improvements without the prior written consent of CITY.

3. Maintenance. CITY shall have sole responsibility for the construction, operation and maintenance of CITY's Property.

4. Indemnification. To the fullest extent allowed by law, CLUB shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees, and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CLUB's or CLUB's agents' or employees' (in the course of their employment) willful misconduct or negligent act or omission

while engaged in the performance of obligations or exercise of rights created by this Agreement, excepting therefrom those matters arising from CITY's sole negligence or willful misconduct. CLUB's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The parties intend that this provision shall be broadly construed.

5. Insurance. CLUB agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

CLUB shall submit a certificate evidencing such coverage in a form satisfactory to Risk Management and the City Attorney. CLUB shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage.

6. No Interest in Real Property. It is understood that this Agreement only provides CLUB and Users with an irrevocable right to use CITY's Property as prescribed in this Agreement, and does not convey an interest in real property.

7. Directive Signage. CITY shall be responsible, at CITY's cost and expense, for installing and maintaining signage in compliance with the California Vehicle Code and reasonably approved by CLUB which provides notice of authorized parking for CLUB's customers, suppliers, agents, members, and employees on the CITY's Property.

8. Non-Exclusive Agreement. CLUB agrees that this Agreement is non-exclusive and CITY may, in its sole direction, enter into agreements with other parties for the use of the CITY's Property for any purpose deemed to be in the best interest of the CITY provided such agreements do not materially interfere with the rights granted to CLUB under this Agreement.

9. Full Force. This Agreement shall remain in force commencing with the date hereof, until terminated, rescinded or amended as provided herein.

10. Amendment. The terms of this Agreement may be amended, terminated or rescinded in full only by a written agreement between CITY and CLUB.

11. Binding. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, personal and legal representatives, successors and assigns. This Agreement shall be recorded and the rights and obligations of the parties hereto shall be construed as covenants running with the land comprising the CITY's Property for the benefit of the Subject Property pursuant to California Civil Code Section 1468 and shall be binding upon future owners, tenants, and holders of any interest in such land, or any portion thereof.

12. No Assignments. This Agreement shall not be assigned, sold, encumbered or transferred by CLUB in whole or in part without CITY's prior written consent.

13. Compliance with Laws. CLUB shall comply with all laws, rules, regulations, statutes and ordinances with respect to its use of CITY's Property, whether local, state or federal.

14. Notices. All notices which are required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

To CITY:

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

To CLUB:

President
Sunrise Lions Club of Roseville, Inc.
P.O. Box 8
Roseville, California 95661

or to such other place as the parties may designate by written notice.

15. Entire Agreement. This Agreement constitutes the entire agreement by and between the parties relative to the use of CITY's Property, and any prior or contemporaneous oral or representatives relating to such use are hereby revoked and extinguished by this Agreement.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Authority. Each party executing this Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

18. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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 Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and Sunrise Lions Club of Roseville, Inc., has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

SUNRISE LIONS CLUB OF ROSEVILLE,
INC., a California nonprofit corporation

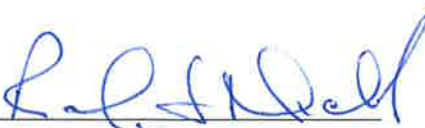
BY: _____
DOMINICK CASEY
City Manager

BY: Fay C. Young
FAY YOUNG
President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
ROBIN L. NICHOL
Treasurer

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director

Exhibit "A"

Legal Description of Subject Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000

Exhibit "B"

Legal Description of City's Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-001-000

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

AGREEMENT FOR ACCESS AND PARKING

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Sunrise
Lions Club of Roseville, Inc., a California nonprofit corporation ("CLUB");

W I T N E S S E T H:

WHEREAS, CITY is the owner of approximately .169 acres of certain real property
located at 1203 Gabrielli Drive (APN 470-250-002-000) located in the City of Roseville, County
of Placer, more particularly described in Exhibit "A" which is attached hereto and is incorporated
herein by this reference ("Subject Property"); and

WHEREAS, on or about October 7, 2020, CITY and CLUB entered into a Purchase and
Sale and Loan Agreement wherein CLUB agreed to purchase the Subject Property from CITY;
and

WHEREAS, CLUB intends to operate a public meeting place on the Subject Property and
accordingly needs parking; and

WHEREAS, CITY is also the owner of certain real property located adjacent to the Subject Property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("CITY's Property"); and

WHEREAS, CITY operates a fire station on CITY's Property; and

WHEREAS, as a condition of the sale of the Subject Property to CLUB by CITY, CITY agreed to provide access and parking within CITY's Property to CLUB for the benefit of the Subject Property, pursuant to the terms set forth herein.

NOW, THEREFORE, pursuant to valuable consideration as set forth below and in the above recitals, incorporated by reference herein, CLUB and CITY agree as follows:

1. Grant of Rights. CITY hereby grants to CLUB, for the benefit of the Subject Property and its Users (as defined below), a perpetual exclusive right to: (a) use six (6) assigned parking stalls on CITY's Property for the purpose of parking vehicles and trucks (excluding big-rig trucks and trailers); (b) use designated driveways and drive aisles within CITY's Property to access said parking stalls, to service CLUB's trash bins located on the Subject Property, and to make deliveries to buildings located on the Subject Property; and (c) to use CITY's Property to access the Subject Property through the shared driveway that borders the CITY's Property and the Subject Property. The foregoing right is intended for the use of the customers, suppliers, agents, invitees, licensees, tenants, members, and employees of the current and all future businesses and occupants (collectively "Users") of the buildings constructed or to be constructed on the Subject Property.

2. Limitations and Restrictions. CITY understands and agrees that the parking spaces on CITY's Property will be assigned and reserved for CLUB's exclusive use and CITY shall not use the parking stalls for parking vehicles or storing equipment.

CLUB understands and agrees that CLUB's and Users' use of CITY's Property shall be restricted as follows: (a) CLUB and Users shall not use CITY's Property to park big-rig trucks and trailers; (b) designated driveways and drive aisles shall not be used for parking; and (c) CLUB shall not install any equipment on CITY's Property or make any alterations or improvements without the prior written consent of CITY.

3. Maintenance. CITY shall have sole responsibility for the construction, operation and maintenance of CITY's Property.

4. Indemnification. To the fullest extent allowed by law, CLUB shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees, and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CLUB's or CLUB's agents' or employees' (in the course of their employment) willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, excepting therefrom those matters arising from CITY's sole negligence or willful misconduct. CLUB's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The parties intend that this provision shall be broadly construed.

5. Insurance. CLUB agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

CLUB shall submit a certificate evidencing such coverage in a form satisfactory to Risk Management and the City Attorney. CLUB shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage.

6. No Interest in Real Property. It is understood that this Agreement only provides CLUB and Users with an irrevocable right to use CITY's Property as prescribed in this Agreement, and does not convey an interest in real property.

7. Directive Signage. CITY shall be responsible, at CITY's cost and expense, for installing and maintaining signage in compliance with the California Vehicle Code and reasonably approved by CLUB which provides notice of authorized parking for CLUB's customers, suppliers, agents, members, and employees on the CITY's Property.

8. Non-Exclusive Agreement. CLUB agrees that this Agreement is non-exclusive and CITY may, in its sole direction, enter into agreements with other parties for the use of the CITY's Property for any purpose deemed to be in the best interest of the CITY provided such agreements do not materially interfere with the rights granted to CLUB under this Agreement.

9. Full Force. This Agreement shall remain in force commencing with the date hereof, until terminated, rescinded or amended as provided herein.

10. Amendment. The terms of this Agreement may be amended, terminated or rescinded in full only by a written agreement between CITY and CLUB.

11. Binding. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, personal and legal representatives, successors and assigns. This Agreement shall be recorded and the rights and obligations of the parties hereto shall be construed as covenants running with the land comprising the CITY's Property for the benefit of the Subject Property pursuant to California Civil Code Section 1468 and shall be binding upon future owners, tenants, and holders of any interest in such land, or any portion thereof.

12. No Assignments. This Agreement shall not be assigned, sold, encumbered or transferred by CLUB in whole or in part without CITY's prior written consent.

13. Compliance with Laws. CLUB shall comply with all laws, rules, regulations, statutes and ordinances with respect to its use of CITY's Property, whether local, state or federal.

14. Notices. All notices which are required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

To CITY:

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

To CLUB:

President
Sunrise Lions Club of Roseville, Inc.
P.O. Box 8
Roseville, California 95661

or to such other place as the parties may designate by written notice.

15. Entire Agreement. This Agreement constitutes the entire agreement by and between the parties relative to the use of CITY's Property, and any prior or contemporaneous oral or representatives relating to such use are hereby revoked and extinguished by this Agreement.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Authority. Each party executing this Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

18. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

[Signatures Next Page]

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 Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 ____, and Sunrise Lions Club of Roseville, Inc., has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

SUNRISE LIONS CLUB OF ROSEVILLE,
INC., a California nonprofit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Fay C. Young
FAY YOUNG
President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Robin L. Nichol
ROBIN L. NICHOL
Treasurer

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

*See attached
California All-Purpose
Acknowledgment*

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Placer)

On 9.2.2020 before me, H. Blanco, Notary Public

Date

Here Insert Name and Title of the Officer

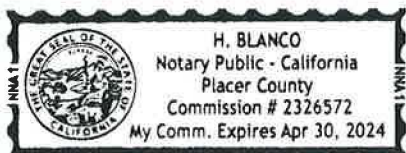
personally appeared Fay Young and Robin L. Nichol

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature H. Blanco

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Access & Parking Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibit "A"

Legal Description of Subject Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000

Exhibit "B"

Legal Description of City's Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-001-000

PROMISSORY NOTE
(Secured by Deed of Trust)

1203 Gabrielli Drive, Roseville

\$8,000

October 7, 2020

FOR VALUE RECEIVED, SUNRISE LIONS CLUB OF ROSEVILLE, INC., a California nonprofit corporation ("Borrower"), hereby promises to pay to the order of the CITY OF ROSEVILLE, a municipal corporation ("Lender"), the principal amount of eight thousand dollars (\$8,000.00) ("Loan").

1. **BORROWER'S OBLIGATION.** This Promissory Note ("Note") evidences the obligation of Borrower to Lender for the repayment of funds loaned to Borrower by Lender to finance the purchase of 1203 Gabrielli Drive in Roseville, California, described in Exhibit "A" attached hereto and incorporated herein by this reference ("the Property").

2. **INTEREST.** No interest shall be charged on the Loan; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of three percent (3%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

3. **TERM.** The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire on October 7, 2024 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein.

4. **MATURITY DATE.** The full amount of the outstanding principal advanced under this Note, together with all accrued but unpaid interest thereon, shall be due and payable in full, on the earliest of:

A. October 7, 2024; or

B. Sale, transfer, conveyance or alienation of all or any part of the Property by Borrower, by operation of law or otherwise. Such sale, transfer, conveyance or alienation shall include, without limitation, the following: gift; bequest, devise or other transfer on death or incapacity of Borrower; foreclosure or deed in lieu of foreclosure; or receipt of insurance proceeds for partial or total destruction of the Property, unless the Property is fully reconstructed; or

C. An Event of Default by Borrower as defined in Paragraph 11 of this Note which has not been cured in the manner and time provided in Paragraph 12 this Note.

5. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the following address, City of Roseville, Attn: Finance Department, 311 Vernon Street, Roseville, CA 95678, or at such other place as Lender may designate to Borrower in writing from time to time, in any currency of the United States which on the date of payment is legal tender for the payment of public and private debts.

6. **AMOUNT AND TIME OF PAYMENT.** Yearly Loan payments in the amount of two thousand dollars (\$2,000) shall be due and payable by Borrower on the following dates: October 7, 2021, October 7, 2022, October 7, 2023, and October 7, 2024.

7. **PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Borrower for payment of any portion of this Note prior to the end of the loan term.

8. **WAIVERS BY BORROWER.** Borrower waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of any of the undersigned contained in every instrument now evidencing or securing said indebtedness. No extension of the time for the payment of this Note or any installment hereof made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of any of the undersigned not a party to such agreement.

9. **DEED OF TRUST.** This Note is secured by a Deed of Trust with Assignment of Rents against the Property, recorded in the office of the County Recorder of Placer County. The Deed of Trust securing this Note provides that Lender may at its option, declare all funds secured by the Deed of Trust immediately due and payable, if any interest in the Property is sold, transferred or conveyed to any person, whether voluntarily or involuntarily.

10. **DEFAULT AND ACCELERATION.** Borrower agrees that the unpaid balance of the principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of Lender, become immediately due and payable upon any Event of Default as defined in Paragraph 11 of this Note which has not been cured pursuant to Paragraph 12 of this Note, including without limitation the failure of Borrower to make any payment when due.

11. **EVENT OF DEFAULT DEFINED.** For purposes of this Note, an "Event of Default" is defined as follows:

A. Borrower defaults in the payment of any principal or interest when due.

B. Lender discovers that Borrower, in any application to Lender in connection with the loan, has failed to disclose or has misrepresented any fact deemed by Lender to be material or which would have prevented Borrower from being eligible for the loan.

C. Lender discovers that Borrower has made any misrepresentations or has failed to disclose any fact deemed material by Lender in this Note or the Deed of Trust.

D. Borrower defaults or breaches any of the terms or conditions of this Note, the Deed of Trust, or the Purchase and Sale and Loan Agreement.

E. Borrower fails to perform any covenant, term or condition in any instrument creating a lien upon the Property which is the security under the Deed of Trust, or any part thereof, which lien may have priority over the lien of the Deed of Trust securing this Note.

F. The sale, transfer of title, conveyance or further encumbrance of the Property, in whole or in part, whether by sale, exchange, gift, inheritance, refinance, or other means, without prior written consent of Lender.

G. The occurrence of any of the following:

1. Borrower becomes insolvent or bankrupt or is unable or admits, in writing, Borrower's inability to pay its debts as they mature or makes a general assignment of or enters into any arrangement with creditors.

2. Proceedings for the appointment of a receiver, trustee or liquidator of the assets of Borrower or a substantial part of such assets, being authorized or instituted by or against the Borrower.

3. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation, or other similar law of any jurisdiction being authorized or instituted against Borrower.

4. Foreclosure or tax sale of the Property.

H. The removal or addition of titleholders to the Property, or changes or modifications in title to the Property, without prior written consent of Lender.

I. The refinance of any existing loans affecting the Property, without prior written consent of Lender. However, the refinancing of any existing loan encumbering the Property for the sole purpose of realizing a more favorable interest rate or reducing payments, if approved by Lender in writing, will not constitute a default.

12. **CURE OF DEFAULT AND REMEDIES.** In the event of any breach or violation under this Note, Lender shall give written notice to Borrower specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation, if an action to cure is possible; and (c) a date, which shall not be less than fifteen (15) calendar days from the mailing of the notice, but which such action to cure must be taken, if an action to cure is possible. If Borrower fails to cure the breach or violation within the time frame specified in the notice, or

if a cure is not possible, Lender has the right, at its election, to: (a) proceed directly against Borrower to recover any and all loss, damage, liability, action, cause of action, cost or expense (including without limitation, reasonable attorneys' fees and expenses) incurred by Lender; or (b) pursue any other remedy allowed at law or in equity.

13. **CONSENTS AND APPROVALS.** Any consent or approval required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Any notice, communications, or demands shall be in writing shall be delivered to Lender or Borrower at the addresses set forth below.

LENDER

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

BORROWER

President
Sunrise Lions Club of Roseville, Inc.
P.O. Box 8
Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Borrower and Lender.

16. **NO RELATIONSHIP.** Nothing in this Note shall create any relationship between Borrower and Lender, other than a debtor-creditor relationship. Borrower and Lender shall not be partners, joint venturers, equity venturers, or any other form of partnership or venture.

17. **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign any of its interests under this Note to any other party without the prior written consent of Lender. Any unauthorized assignment shall be void.

18. **GOVERNING LAW AND VENUE.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Note shall be brought in Placer County, California, regardless of where else venue may lie.

19. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

20. **TIME.** Time is of the essence in this Note.

21. **ATTORNEYS' FEES AND COSTS.** In the event of any Event of Default, or any legal action is commenced to interpret or to enforce the terms of this Note, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action. In addition, Borrower agrees to pay Lender all costs of enforcement of all or any portion of this Note and the Deed of Trust, including attorneys' fees, witness fees, investigator fees and court costs, incurred by Lender, whether or not litigation is commenced.

22. **WAIVER.** Any waiver by Lender of any obligation in this Note must be in writing. No waiver shall be implied from any delay or failure by Lender to take action on any breach or default by Borrower or to pursue any remedy allowed under this Note or applicable law. Any extension of time granted to Borrower to perform any obligation under this Note must be in writing signed by Lender and shall not operate as a waiver or release from any of Borrower's obligations under the Note. Borrower hereby waives all defenses and pleas on the grounds of any extensions of the time for repayment of any amounts due under this Note, unless Lender has granted such extensions in writing. Consent by Lender to any act or omission by Borrower shall not be construed to be a consent to any other act or omission or to waive the requirement for Lender's written consent to future waivers.

23. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be effective only if executed by both Borrower and Lender.

24. **INTEGRATION.** This is an integrated Note and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, Borrower has executed this Note at Roseville, California, on _____, 2020.

BORROWER:

SUNRISE LIONS CLUB OF ROSEVILLE, INC.,
a California nonprofit corporation

BY: 
FAY YOUNG
President

*See attached
California All-Purpose
Acknowledgment.*

[Notarization Required]

and



BY:


ROBIN L. NICHOL
Treasurer

[Notarization Required]

See attached
California Alt Purpose
Acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Placer)

On 9.2.2020 before me, H. Blanco, Notary Public

Date

Here Insert Name and Title of the Officer

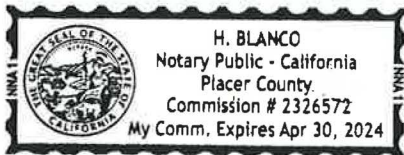
personally appeared Fay Young and Robin L. Nichol

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature H. Blanco

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Promissory Note Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

Property Description

The land (excluding all buildings) described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000

NO FEE DOCUMENT:

Entitled to free recording
per Gov't Code § 27383

When recorded, return to:

**CITY CLERK
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Deed of Trust and Assignment of Rents

THIS DEED OF TRUST is made as of October 7, 2020, by and between SUNRISE LIONS CLUB OF ROSEVILLE, INC. ("Borrower"), whose address is P.O. Box 8, Roseville, CA 95661 (and is the record owner thereof); the Trustee, PLACER TITLE COMPANY, whose address is 1508 Eureka Road, Suite 150, Roseville, CA 95661; and the Beneficiary, CITY OF ROSEVILLE, whose address is 311 Vernon Street, Roseville, CA 95678 ("Lender").

Borrower, in consideration of the indebtedness described below and the trust created by this Deed of Trust, irrevocably grants and conveys to Trustee, in trust with power of sale, the property ("Property") located in the City of Roseville, County of Placer, State of California and described in Exhibit "A", attached to and made a part of this Deed of Trust.

All easements, rights, appurtenances, rents (subject, however, to the rights and authorities given to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property."

To secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's promissory note of even date herewith ("Note"), in the principal sum of EIGHT THOUSAND DOLLARS (\$8,000), or such lesser amount as shall equal the aggregate amount disbursed to Borrower or for Borrower's account by Lender, with interest if any, due and payable in accordance with the Note; and (b) the performance of the covenants and agreements of Borrower contained in this Deed of Trust and the Note.

Borrower represents and covenants that Borrower is lawfully seised of the estate conveyed by this Deed of Trust and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, if any, on the indebtedness evidenced by the Note. All payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, if any, and thereafter to the unpaid principal of the Note.
2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the appropriate payee. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due any encumbrance, charge and lien, with interest in accordance with its terms, on the Property or any portion which are inferior or superior to this Deed of Trust.
3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards under a policy approved by Lender and which provides "special form" coverage in an

amount at least equal to the replacement value of the structure. In addition, Borrower shall insure against loss of all furniture, equipment and other personal property owned by Borrower related to Borrower's operation of the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

All insurance policies and policy renewals shall be written with loss payable to the Lender. Lender shall have the right to hold the policies and policy renewals, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to repay the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of insurance proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment. If under Section 17, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and proceeds of such policies resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

4. Liability Insurance. Borrower shall maintain premises liability insurance for the Property in a form and coverage approved by Lender. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums shall be paid by Borrower. Lender shall be named as an additional insured.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment, demolition, or deterioration of the Property.

6. Protection of Lender's Security. Borrower shall appear in and defend any action or proceeding purporting to affect the security under this Deed of Trust or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Section, with interest, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Lender to incur any expense or take any action.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower and occupants notice prior to any such inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a taking of all of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, subject to any claims of prior lienholders, with the excess, if any, paid to junior lienholders and Borrower, as they may determine. In the event of the partial taking of the Property, unless Borrower and Lender otherwise agree in writing, and subject to any claims of prior lienholders, there shall be applied to the sums

secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to junior lienholders and Borrower, as they may determine.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) calendar days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment by reason of any demand made by the original Borrower or Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct from and cumulative to any other right or remedy under this Deed of Trust and the Note or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained in this Deed of Trust shall bind, and the rights under this Deed of Trust shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or to define its provisions.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the address above, or at such other address as Borrower may designate by notice to Lender and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated above or to such other address as Lender may designate by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated.

14. Governing Law; Severability. This Deed of Trust shall be governed by the law of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, unless expressly stated otherwise, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

16. Transfer or Refinancing of the Property; Assumption. If all or any part of the Property or an interest in the Property is sold or transferred or refinanced by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the refinancing, sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the

option to accelerate provided in this Section and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than thirty (30) calendar days from the date the notice is mailed, within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 17.

17. Acceleration; Remedies. Except as provided in Section 16, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust or the Note (including the covenants to pay when due any sums secured by this Deed of Trust and restricting transfer of the Property), Lender shall mail notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than thirty (30) calendar days from the date the notice is mailed to Borrower, by which the breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any portion of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be conclusive evidence of the truth of the statements contained in the recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto as determined by Lender. In the event of a dispute regarding the excess funds, either Lender or Trustee may file an action in interpleader to determine who shall receive the funds and may then deposit the excess funds with the court.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Section 16 or Section 17 or abandonment of the Property, have the right to collect such rents as they become due. Upon acceleration under Section 16 or Section 17 or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this Section, Section 16 and Section 17 shall operate subject to the claims of prior lienholders.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally

entitled to such reconveyance. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive evidence of the truth of the statements contained in the recitals.

20. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

21. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

22. Statement of Obligation. Lender may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California, as it may be amended from time to time.

23. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

24. Integration. This is an integrated Deed of Trust and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

BORROWER:

SUNRISE LIONS CLUB OF ROSEVILLE, INC.,
a California nonprofit corporation

BY: Fay C. Young
FAY YOUNG
President

and

BY: Robin L. Nichol
ROBIN L. NICHOL
Treasurer

(Notarization Required)

See attached
California All-Purpose
Acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Placer)
 On 9.2.2020 before me, H. Blanco, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Fay Young and Robin L. Nichol
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature H. Blanco
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed of Trust and Assignment of Rents Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

THE CITY OF ROSEVILLE

By: _____

Title: _____

(Space below this line reserved for Lender and Recorder)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land (excluding all buildings) described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000

**RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO AND MAIL TAX
STATEMENTS TO:**

Sunrise Lions Club of Roseville, Inc.
P.O. Box 8
Roseville, CA 95661

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS \$_____ CITY TRANSFER TAX IS \$0.00

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE CITY OF ROSEVILLE, a municipal corporation, hereby GRANT(s) to THE SUNRISE
LIONS CLUB OF ROSEVILLE, INC., a California nonprofit corporation,
the following described real property in the City of Roseville, County of Placer, State of
California:

See Exhibit "A" (legal description), attached hereto and incorporated herein by reference.
See Exhibit "B" (map), attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2020.

GRANTOR:

CITY OF ROSEVILLE,
a municipal corporation

DOMINICK CASEY
City Manager

(Notarization Required)

Exhibit "A"

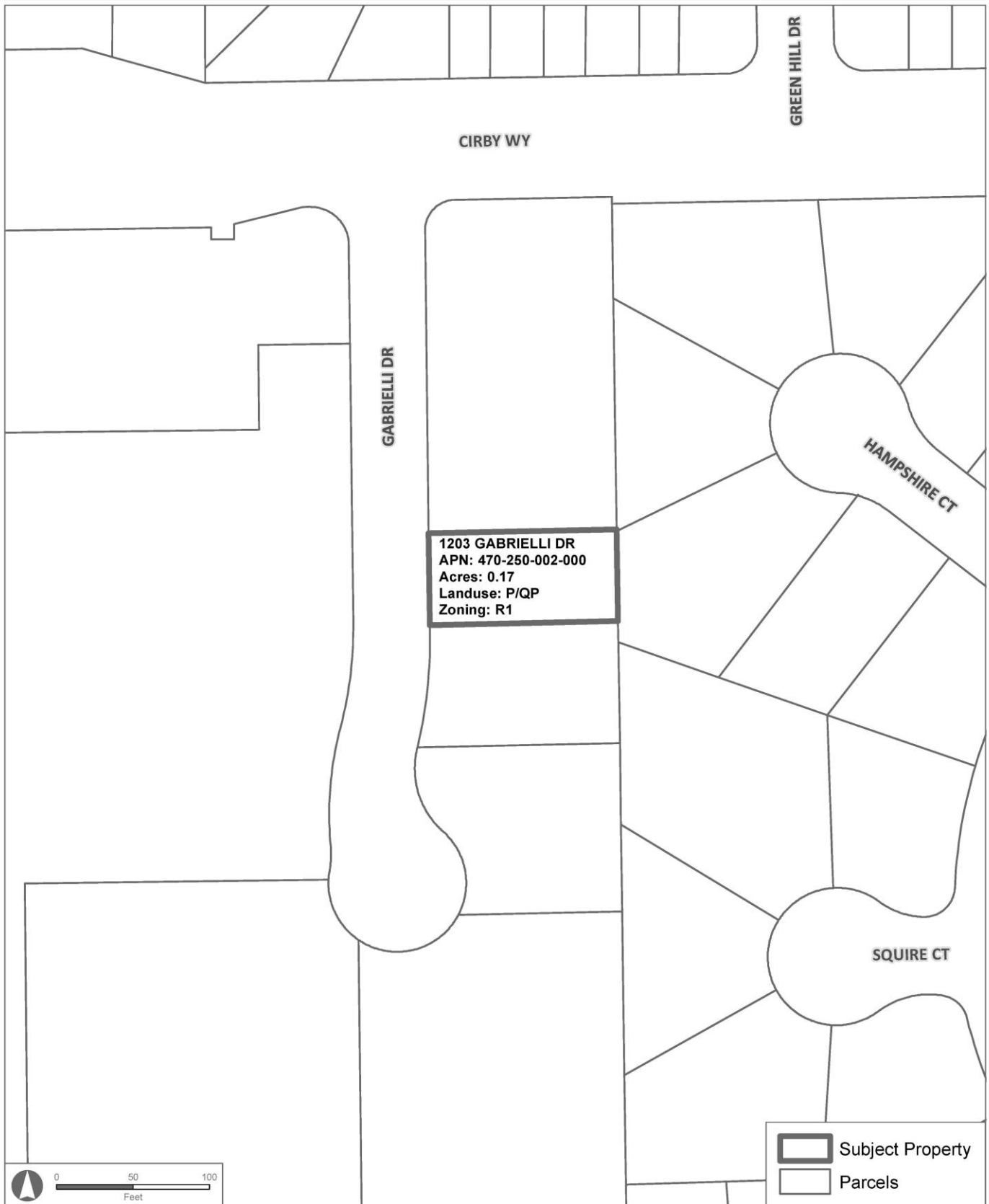
Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that portion of the West half of the West half of the Northeast quarter of Section 13, Township 10 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

Parcel "A" shown on Parcel Map, filed for record July 31, 1975, in Book 4 of Parcel Maps, Page 65.

APN: 470-250-002-000



ORDINANCE NO. 6275

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the sale of approximately .169 acres of certain real property located at 1203 Gabrielli Drive (APN 470-250-002-000), per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Laura Matteoli, Director, Economic Development FISCAL YEAR: 2020-21
 PREPARER NAME & TITLE: Troy Holt, Economic Development Manager COUNCIL DATE (if applicable): 10/07/2019
 DEPARTMENT/DIVISION: Economic Development ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	5301	10001		1,000	Establish budget for escrow fees, recording fees, and title insurance for sale of 1203 Gabrielli Drive
TOTAL				1,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	4703	10001		2,000	Establish revenue budget for sale of 1203 Gabrielli Drive
TOTAL				2,000	

NET ADJUSTMENT	(1,000)
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030				1,000	Increase in fund balance in Strategic Improvement Fund from property sale
TOTAL				1,000	

Justification for Budget Adjustment:

The City is entering into a Purchase and Sale and Loan Agreement, an Agreement for Access and Parking, and a Grant Deed with the Lions Club of Roseville for the property at 1203 Gabrielli Drive (APN: 470-250-002-000). This property was declared surplus by the City Council on October 23, 2019. This parcel is underutilized, and there are no identified future needs for this property. The entire parcel is occupied by a building owned by the Lions Club of Roseville. The purchase price is \$10,000, with \$2,000 minus the City's share of escrow fees due at the time of sale and the remaining amount due in four annual payments of \$2,000 starting on FY2021-2022 through FY2024-2025. There are no costs or fiscal impacts associated with this request to the General Fund.

REQUIRED APPROVALS:			
<i>Laura Matteoli</i>		<i>09/16/2020</i>	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1014

File #: 0113-02 & 0201-01

Title: Community Development Block Grant Program - Budget Adjustment

Contact: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt an ordinance approving a budget adjustment for the Community Development Block Grant (CDBG) fund in the amount of \$1,289,379 to increase revenues and expenditures for:

- CARES ACT funding awarded to the City in FY2019-20;
- Unobligated availability from prior years;
- Obligated availability unspent from FY2019-20.

BACKGROUND

The City became a CDBG entitlement jurisdiction in 1986. These annual grants fund affordable housing, public facilities and improvements, planning, program administration, and public service activities. The annual grant funding is allocated from the federal Department of Housing and Urban Development (HUD) and the amount awarded to each is subject to the federal budgeting process.

In May 2020, HUD awarded the City of Roseville \$709,562 for its entitlement grant for FY2020-21 and the City Council approved that amount in the budget in June 2020. However, the costs associated with public improvements and public services are not able to be identified in detail at that time since HUD has final approval of CDBG annual spending. HUD typically approves the CDBG annual spending plan in August and that approval/plan outlines how the entitlement grant will be spent in detail. Following HUD's approval, Housing Division staff requests a budget adjustment in October of each year to finalize the budget based on HUD's approval.

Additionally, as in previous years, there is entitlement funding available to be drawn down from HUD that was not spent in the previous year. Staff completed an analysis at year-end and determined that \$493,218 of council-approved expenditures have not been completed and therefore needed to be re-budgeted for FY2020-21. This funding availability from prior program years will be used on public improvement projects that benefit low income neighborhoods and populations, including the AMIH Solar Project on Main Street, the Gathering Inn bathroom renovation and other project costs.

The program also has \$251,207 of unobligated funding available that staff has been able to identify a portion to be spent on the Micro-Enterprise loans, as well as other public improvements. Staff is also estimating that \$95,000 of program income will be received during FY2020-21 of which \$76,000 can be used for owner-occupied rehab loans with the balance for administrative costs. Staff has the ability to augment funding for public services, normally capped at 15% of the current entitlement, by calculating 15% of the prior year's program income received; which totals \$32,542.

In May of 2020, Council approved the CDBG Plan amendment that included a budget adjustment for the federal Coronavirus Aid, Relief and Economic Security Act (CARES ACT) funding in the amount of \$417,412. These funds provide money for COVID-19-related projects specifically for the Gathering Inn Shelter in Place program and for Micro-Enterprise loans intended for economic relief for small businesses. The programs using the CARES ACT funding were not able to be completed by the end of FY2019-20 and are therefore part of this budget adjustment. These programs will be completed by the end of FY2020-21.

The total expenditures in the attached budget adjustment are \$1,285,768 and will be added to the adopted budget of \$713,173 for a total of \$1,998,941. The total revenues in the attached budget adjustment total \$1,289,379 and will be added to the adopted budget of \$709,562 for a total of \$1,998,941.

The Budget Adjustment detail included as Attachment B outlines specific accounts and description of the items included in both the expenditure and revenue budget adjustment.

FISCAL IMPACT

The source of funds for the CDBG program expenditures is federal grants. This budget adjustment has no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6269

Budget Adjustment - CDBG FY2020-21

Attachment B - Budget Item Detail - CDBG

ORDINANCE NO. 6269

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for unspent Community Development Block Grant (CDBG) funds, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment totaling \$3,611.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Melissa Hagan, Administrative Analyst II FISCAL YEAR: FY2020-21
 PREPARER NAME & TITLE: Melissa Hagan, Administrative Analyst II COUNCIL DATE (if applicable): 10/7/2020
 DEPARTMENT/DIVISION: Economic Development - Housing ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project/Function	Adjustment	
2201	5573	54011		143,482	CARES ACT-TGI SHELTER IN PLACE, MICRO-LOANS
2201	5571	54011		165,440	CARES ACT-MICRO LOANS
2201	5301	54011		30,727	CONSULTANT, FAIR HOUSING
2201	5573	54011		109,135	VETERANS OF AMERICA
2201	5573	54011		179,424	LAZARUS STREET
2201	5573	54011		451,438	TGI BATHROOM
2201	5573	54011		85,550	AMIH SOLAR PROJECT
2201	5573	54011		32,704	MAIN STREET
2201	5573	54011		11,868	PUBIC SERVICES (PI)
2201	5573	54011		76,000	REHAB FROM PROGRAM INCOME
TOTAL				1,285,768	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	4401	54011		417,412	CDBG Cares Act Funding-(39804)
2201	4401	54011		744,425	CDBG Reimbursement from Available funds
2201	4735	54011		32,542	PROGRAM INCOME (ADMIN & PUB SVCS)
2201	4735	54011		95,000	PROGRAM INCOME FROM PAYOFF
TOTAL				1,289,379	

NET ADJUSTMENT	(3,611)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201				3,611	Increase Community Development Block Grant available resources
TOTAL				3,611	

Justification for Budget Adjustment:

The City received its annual FY2020-21 CDBG entitlement award totaling \$709,562 and \$713,137 was budgeted in salaries, wages and benefits, as well as general administrative costs with the balance of the award budgeted to accounts as a placeholder for the expenditures. Since that time, an analysis has been performed of the adopted budget that was not spent in FY2019-20 and will now be spent in FY2020-21 in addition to unobligated funds available from CDBG that will be programmed for FY2020-21. Specific programs and accounts have also been identified. Additional revenues not previously spent will increase available resources in order to balance the budget for FY2020-21.

REQUIRED APPROVALS:			
<i>Laura Matteoli</i>		<i>09/16/2020</i>	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

**FY2020-21 BUDGET ITEM DETAIL
COMMUNITY DEVELOPMENT BLOCK GRANT**

EXPENDITURES				
Fund	Account	Center	Adjustment	DESCRIPTION
2201	5573	54011	248,922	CARES ACT-MICRO-LOANS & ADMIN
2201	5573	54011	60,000	CARES ACT-TGI SHELTER IN PLACE
2201	5301	54011	30,727	CONSULTANT, FAIR HOUSING
2201	5573	54011	109,135	VETERANS OF AMERICA KITCHEN & LABOR MONITORING
2201	5573	54011	179,424	LAZARUS STREET & LABOR MONITORING
2201	5573	54011	451,438	TGI BATHROOM & LABOR MONITORING
2201	5573	54011	85,550	AMIH SOLAR PROJECT & LABOR MONITORING
2201	5573	54011	32,704	MAIN STREET LABOR MONITORING
2201	5573	54011	11,868	PUBIC SERVICES (PI)
2201	5573	54011	76,000	OWNER-OCCUPIED REHAB LOANS
TOTAL			1,285,768	
REVENUES				
2201	4401	54011	417,412	CARES ACT FUNDING (39804)
2201	4401	54011	251,207	CDBG AVAILABLE FUNDING-CARRYOVER FROM FY2020
2201	4401	54011	493,218	CDBG AVAILABLE FUNDING-UNOBLIGATED
2201	4735	54011	19,000	PROGRAM INCOME-ADMIN
2201	4735	54011	32,542	PROGRAM INCOME-PUBLIC SERVICES
2201	4735	54011	76,000	PROGRAM INCOME - OWNER-OCCUPIED REHAB LOANS
TOTAL			1,289,379	



COUNCIL COMMUNICATION

CC #: 1036

File #: 0316 & 0201-01

Title: Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Changeable Message Sign Project - Award of Contract and Budget Adjustment

Contact: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council do the following in support of the construction of the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Boulevard Changeable Message Sign Project:

1. Adopt a resolution approving an agreement with May-Han Electric dba M&M Electric in the amount of \$687,000, authorizing the City Manager to execute the agreement, and authorizing staff to approve change orders in an amount not to exceed 10% of the contract amount; and
2. Adopt the attached ordinance for a budget adjustment to allocate funds for a total construction cost of \$994,950, paid for by Traffic Mitigation Funds.

BACKGROUND

The Westbrook Boulevard and Payson Avenue/Octave Avenue intersection is currently controlled by a four-way stop. The intersection was recently re-evaluated for right-of-way controls and determined to meet warrants for a traffic signal. Findings supporting the installation of a traffic signal include:

- The intersection is experiencing increasing traffic volumes;
- The intersection is used heavily by pedestrians and bicyclists;
- A multi-use trail crosses the northern leg of the intersection that serves several nearby schools including the nearby West Park High School;
- The intersection is planned for signalization in the CIP

The intersection improvements will provide enhanced right-of-way controls for the orderly movement of vehicle traffic and improve pedestrian and bicyclist safety through the use of a high-visibility/green crosswalk similar to the one installed with the recently completed Junction Boulevard and Park Regency Drive Traffic Signal Project. The crosswalk will be wider than a typical crosswalk to allow for its simultaneous use by pedestrians and bicyclists while still

providing separate pedestrian and bicyclist crossing activations. The distinct activations will guarantee that each user type is allocated enough time to cross Westbrook Boulevard, while minimizing vehicle delays at the intersection. The intersection will also include a flashing yellow arrow which provides enhanced efficiency by reducing vehicle delays.

In addition, this project includes the installation of a new changeable message sign (CMS) on westbound Pleasant Grove Boulevard between Roseville Parkway and Highway 65 (see attached project map). The City Council adopted the ITS (Intelligent Transportation Systems) Master Plan in 2005 (revised in 2020). One of the many elements contained in that Plan is the deployment of strategically placed CMS's on critical arterial roadways within the City. Changeable message signs help reduce traffic congestion by communicating traffic-related information to the motoring public. Since the adoption of the Master Plan, ten CMS's have been installed in Roseville.

City Council approved the project plans and specifications and authorized the call for bids at the July 15, 2020 meeting. Staff received two bids which were opened on August 11, 2020. The engineer's estimate, bid results, and estimated project soft costs are as follows:

Construction Cost	
	Bid Results
Engineer's Estimate	\$753,676
M&M Electric (lowest responsive bidder)	\$687,000
Pacific Excavation	\$826,314
Associated Soft Costs	
Change order authority (10%)	\$68,700
City-supplied equipment	\$100,000
City staff time	\$29,250
Construction management and inspection	\$110,000

The total cost of the lowest responsive bid for construction, plus associated soft costs, is \$994,950.

Construction is anticipated to begin this fall and be completed in the summer of 2021.

FISCAL IMPACT

A budget adjustment is recommended to allocate construction funding for a total cost of \$994,950. The project is paid for by Traffic Mitigation Funds. No General Fund resources will be used.

ENVIRONMENTAL REVIEW

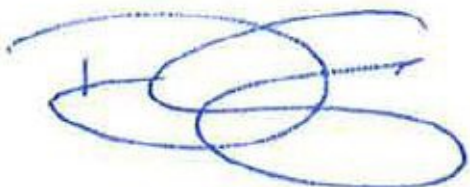
Westbrook Boulevard and Payson Avenue/Octave Avenue: Implementation of the proposed project, signalization at Westbrook Drive and Payson Avenue, was previously evaluated in the Amoruso Ranch Specific Plan Final EIR (SCH# 2008032115) certified by the City Council June 15, 2016. The proposed project is consistent with the project evaluated in the certified Final EIR and consequently no additional CEQA action is required.

Pleasant Grove Boulevard Changeable Message Sign: The proposed installation of the Changeable Message Sign on Pleasant Grove Boulevard qualifies for a Class 1 exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines. It also qualifies for a Class 4 exemption as described in Section 15304 of the California Environmental Quality Act (CEQA) guidelines. The project includes the modification of existing street infrastructure, is confined to existing City right-of-way, and would not result in expansion of use. No environmentally sensitive resources are located within the project site, therefore the Class 1 and 4 exemptions apply to the proposed project. A Notice of Exemption has been prepared and is on file with the City Clerk's Office.

Respectfully Submitted,

Jerome Pastor, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Location Maps

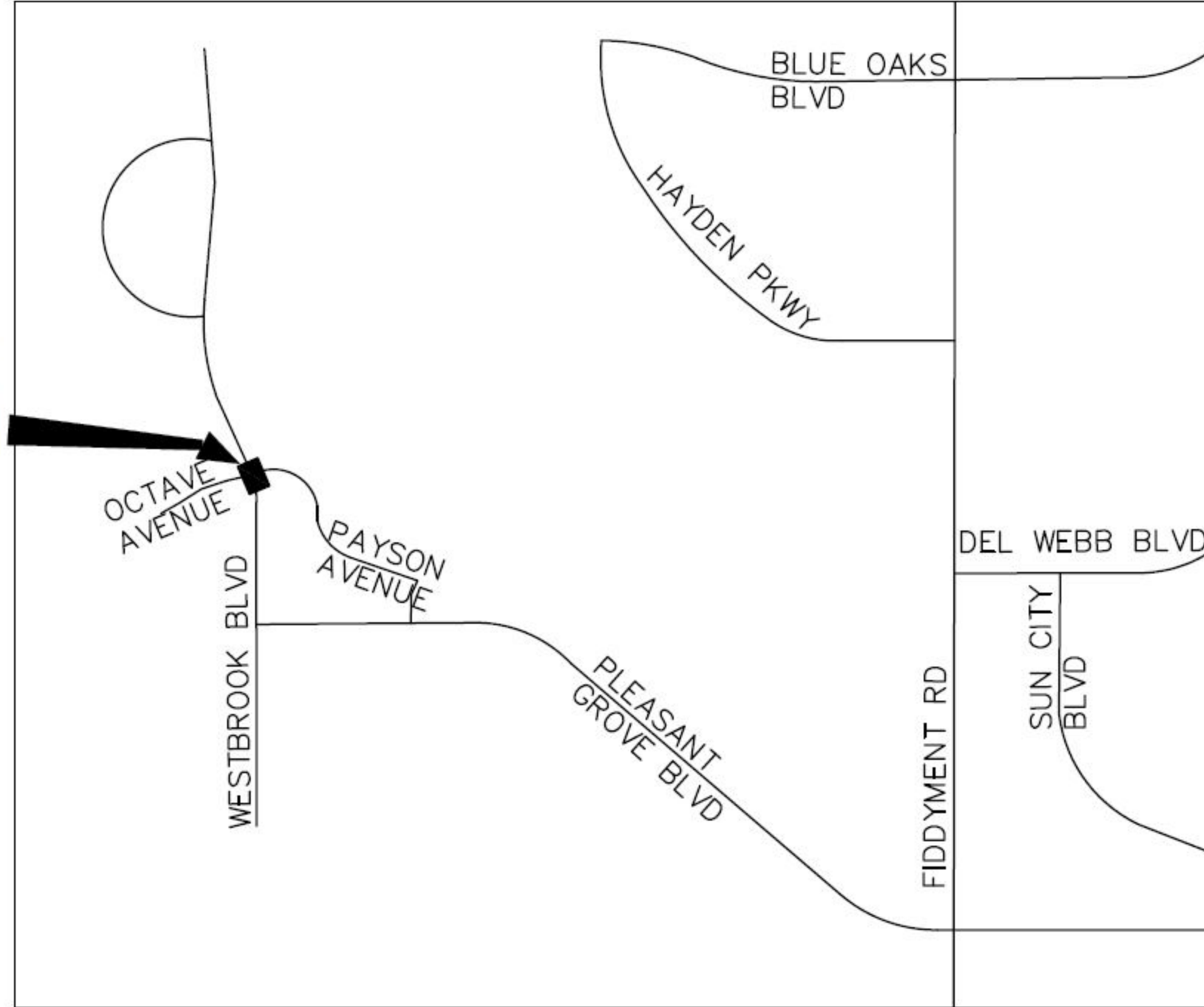
Resolution No. 20-395

Agreement

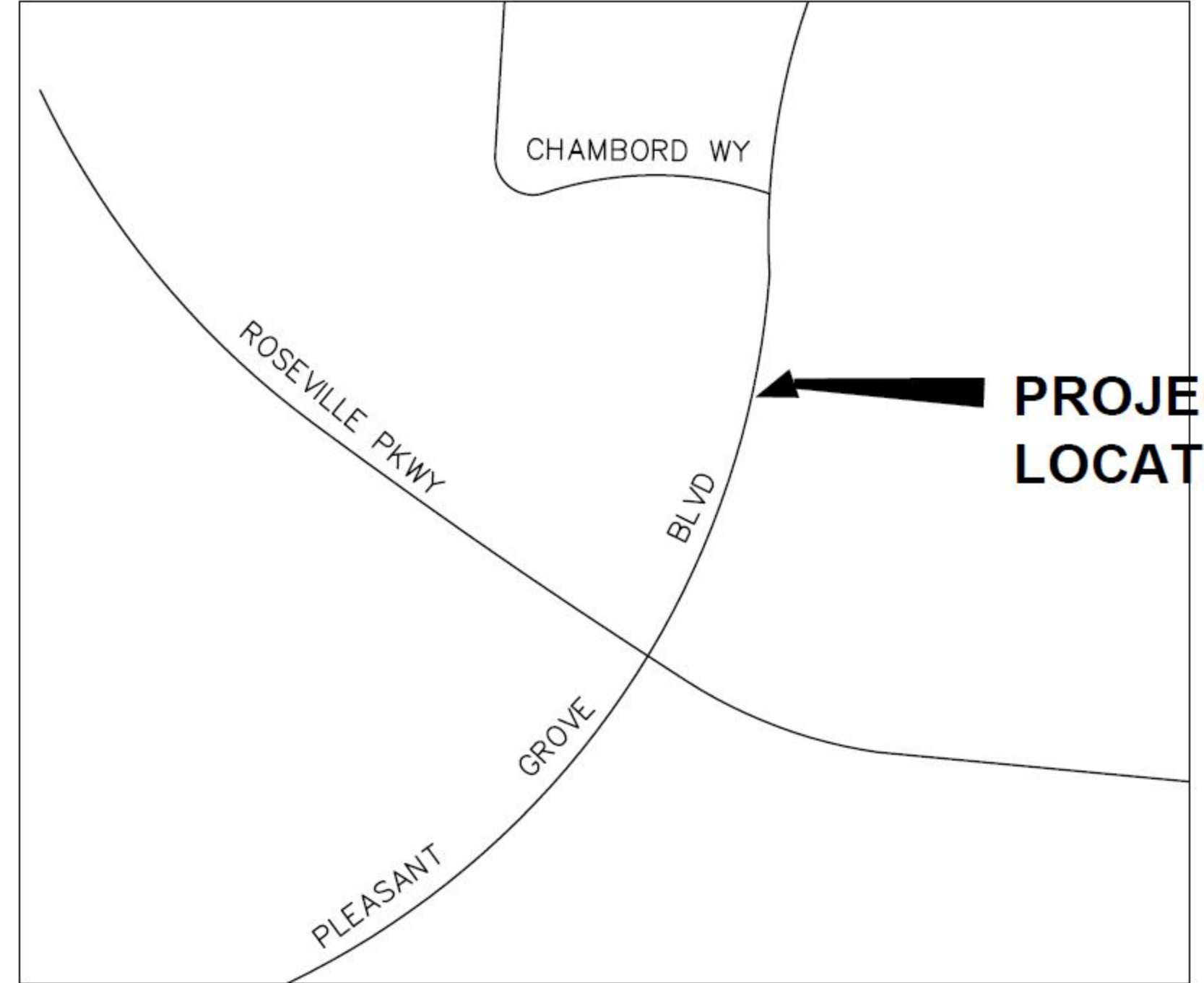
Ordinance No. 6274

Budget Adjustment

**PROJECT
LOCATION**



**PROJECT
LOCATION**



RESOLUTION NO. 20-395

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAY-HAN ELECTRIC, INC. DBA M&M ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Changeable Message Sign project, by and between the City of Roseville and May-Han Electric, Inc. dba M&M Electric, has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager or his designee is authorized to execute it on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and May-Han Electric Inc. dba M & M Electric, a California Corporation, (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 15th day of July, 20 20, approved plans and specifications for the Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 11th day of August, 20 20; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the 7th day of October, 20 20, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Six Hundred Eighty Seven Thousand dollars (\$ 687,000.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$1,900.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 55 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Public Works - Engineering
311 Vernon St
Roseville, CA 95678
(916) 746-1300

CONTRACTOR

May-Han Electric Inc. dba M&M Electric
1600 Auburn Blvd
Sacramento, CA 95815
916-929-0150

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

May-Han Electric Inc. dba M&M Electric, a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Audrey Daugherty
its: Audrey Daugherty, President

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

ORDINANCE NO. 6274

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Changeable Message Sign project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$965,700.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jerome Pastor, Assistant Engineer FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Jerome Pastor, Assistant Engineer COUNCIL DATE (if applicable): 10/07/20
 DEPARTMENT/DIVISION: Public Works Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	6587	84001	500171	855,700	Contractor fees
3151	5301	84001	500171	110,000	Professional Services -
3151	5980	84001	500171	7,500	Secondary labor for 1001 62101
3151	5980	84001	500171	3,000	Secondary labor for 1001 62440
3151	5980	84001	500171	18,750	Secondary labor for 6001 62201
1001	5980	62101		(7,500)	Internal Labor - Public Works Engineering
1001	5980	62440		(3,000)	Internal Labor - Transportation
6001	5980	62201		(18,750)	Internal Labor -Traffic Signal Operations
TOTAL				965,700	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	965,700
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151				(994,950)	Reduce TMF Fund Available Resources
1001				10,500	Increase General Fund Available Resources
6001				18,750	Increase Electric Fund Available Resources
TOTAL				(965,700)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish the Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvement and Pleasant Grove Blvd Changeable Message Sign Project. Traffic Mitigation Funds will be used to cover all project costs, which include contractor fees (based on the actual bids received), Staff time/consultant time (inspection, project management, and public outreach), and City-supplied equipment.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1019

File #: 0721-05 & 0201-01

Title: Meritage Bike Trail - Budget Adjustment

Contact: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment allocating West Roseville Specific Plan (WRSP) bike trail fees in the amount of \$242,995 to the Meritage trail project located in WRSP Parcel W-81.

BACKGROUND

On May 15, 2019, the City Council approved a reimbursement agreement between the City and Meritage Homes in the amount of \$255,958 and a corresponding budget adjustment for construction of an approximately 0.5 mile long segment of multi-use trail within WRSP open space Parcel W-81. This trail segment extends from just north of Fairbanks Court to the east end of Westpark Village W-18B at Mt. Evans Circle, which is approximately 700 feet west of the recently-constructed extension of Westbrook Boulevard.

Meritage recently completed trail construction and submitted a request to the City for reimbursement. Staff has confirmed that Meritage is eligible for reimbursement in the amount of \$242,994.13. Meritage concurs with this assessment and has submitted an invoice in this amount. The reason this amount is lower than the original reimbursement agreement and previously-adopted budget is because the original estimate included a construction contingency that was not fully expended.

As staff processed the reimbursement request we discovered that the budget authority created by the prior budget adjustment approved in May 2019 was not carried forward from the City's old accounting system into the new accounting system. As a result, staff is requesting that the City Council re-adopt the budget for this project, this time in the amount of \$242,995 (reimbursement amount rounded up to nearest dollar). This will allow the City to move forward with payment to Meritage Homes per the existing reimbursement agreement.

FISCAL IMPACT

The recommended budget adjustment will provide budget authority to reimburse Meritage with available resources in the Neighborhood Park - West Roseville SP Fund. This fund receives its money through the payment of bike trail fees upon the issuance of each residential building permit in the WRSP. Adequate resources are available in the Neighborhood Park - West Roseville SP Fund; no General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The City Council certified the WRSP EIR on February 2, 2004, with State Clearinghouse Number 2002082057. The EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails. Construction of the Westpark Phase 4 Village W-18D Bike Trail was found to be consistent with the WRSP EIR.

Because the project is consistent with the West Roseville Specific Plan Final EIR and Specific Plan, no new effects were expected to occur and all applicable mitigation measures from the WRSP EIR were implemented during design and construction of the project. Since the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review was required.

Respectfully Submitted,

Jeannie Gandler, Alternative Transportation Analyst II/Bikeways

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6271

Budget Adjustment

ORDINANCE NO. 6271

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Westpark Phase 4 Village W-18D Class 1 Bike Trail within the West Roseville Specific Plan, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$242,995.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jeannie Gandler, Alternative Transportation Analyst II FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Suzanne Engelke, Administrative Technician COUNCIL DATE (if applicable): 10/7/2020
 DEPARTMENT/DIVISION: PW/Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311	6587	84001	500170	242,995	Establish construction budget
TOTAL				242,995	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	242,995
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311				(242,995)	Reduce available resources of the Neighborhood Park - West Roseville SP Fund
TOTAL				(242,995)	

Justification for Budget Adjustment:

The City intends to enter into a developer reimbursement agreement to construct the Wespark Phase 4 Village W-18D class 1 bike trail within Open Space Parcel W-81 of the West Roseville Specific Plan (WRSP). Previously collected development impact fees are being utilized to fund this project. Council originally established the budget for this project in Fiscal Year (FY) 2018-19 in the amount of \$255,958 but it did not carry forward from IFAS into Oracle as it was budgeted as an operating expense. This request does not duplicate prior budget authorization.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	 BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1016

File #: 0721 & 0201-01

Title: Fiddymment Ranch Phase 3 Trail Project - Reimbursement Agreement and Budget Adjustment

Contact: Michael Dour 916-746-1304 mdour@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt an Ordinance to approve a Budget Adjustment allocating of \$2,266,051 in West Roseville Specific Plan bike trail fees for the design and construction of the Fiddymment Ranch Phase 3 Trail project.
2. Adopt a Resolution authorizing the City Manager to execute a Reimbursement Agreement in the amount of \$2,381,051 for the Fiddymment Ranch Phase 3 Trail project between the City and JEN California 15, LLC.

BACKGROUND

JEN California 15, LLC, (aka Taylor Builders) is proposing to design and construct the Fiddymment Ranch Phase 3 Trail Project. This project is a 1.25-mile long multi-use trail within the West Roseville Specific Plan (WRSP) open space parcels F-84 and F-85.

The completed multi-use trail will be constructed adjacent to and south of Pleasant Grove Creek from the existing terminus of the trail at Fiddymment Road to the west boundary of the WRSP at Blue Oaks Boulevard, where it will connect with planned trails of the Creekview Specific Plan. The trail will include a bridge across Kaseberg Creek, several culvert crossings of smaller drainages, an undercrossing of Hayden Parkway, and connectors to Fiddymment Road, Blue Oaks Boulevard and Hayden Parkway.

The trail has been designed with four distinct segments as shown in Exhibit A of the Reimbursement Agreement. The requested actions would authorize design of Segments 1-4 and construction of segments 1-2, including the bridge over Kaseberg Creek. The estimated cost of this work is \$2,381,051 as shown in the preliminary Engineer's Estimate provided in Exhibit B of the Reimbursement Agreement. If approved, trail construction could begin as early as the fall of 2020, with the majority of construction activities conducted in the summer of 2021.

Construction of segments 3-4 is not included in the proposed actions due to insufficient resources within the Neighborhood Park - West Roseville SP Fund. WRSP bike trail fees are paid when residential permits are issued within the plan area. As sufficient funds become available, the City will work with Taylor Homes to adjust the budget and amend the reimbursement agreement for construction of segments 3-4. At the current rate of home construction, sufficient funds for Segments 3-4 could be available as early as 2021 or 2022.

FISCAL IMPACT

Funding for the project is from the Neighborhood Park - West Roseville SP Fund, which is derived from the payment of bike trail fees paid upon the issuance of residential building permits within the WRSP. The City Council previously budgeted \$115,000 for this project. Sufficient WRSP bike trail fees are available to authorize the recommended budget adjustment of \$2,266,051 to cover the balance of the estimated cost for design of the entire project and construction of Segments 1-2 as described above. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

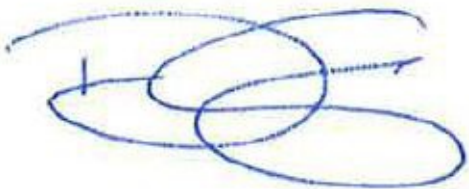
The City Council certified an Environmental Impact Report (EIR) and adopted Findings of Fact, Statements of Overriding Considerations, and a Mitigation Monitoring Plan for the WRSP on February 2, 2004, State Clearinghouse Number 2002082057. The WRSP EIR provides environmental analysis of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails.

Construction of the project is within the scope of the WRSP EIR, no new environmental effects are expected to occur, and the project will comply with all applicable mitigation of the WRSP EIR. Because the project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

Respectfully Submitted,

Michael Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-378

Reimbursement Agreement

Ordinance No. 6270

Budget Adjustment

RESOLUTION NO. 20-378

APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Reimbursement Agreement, for the Fiddymment Ranch Phase 3 Trail project, by and between the City of Roseville and JEN California 15, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

Fiddymment Ranch Phase 3 Trail Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY") and JEN California 15, LLC, a limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, known as Fiddymment Ranch Phase 3 and described as Assessor's Parcels Numbers 492-012-090-000 and 492-011-001-000 ("Property").

B. DEVELOPER has agreed to construct and install on the Property a Class I bike trail within Parcels F-84 and F-85 of the West Roseville Specific Plan ("WRSP") as shown within Exhibit "A" and attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of designing and constructing the Public Improvements as estimated using current prevailing wages and in accordance with the conceptual plans and preliminary cost estimates is estimated as approximately two million, three hundred eighty-one thousand, fifty-one dollars (\$2,381,051.00) ("Improvement Costs"), as more particularly

set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "B," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$ _____
CITY	\$2,381,051.00
TOTAL	\$2,381,051.00

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved concept plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be designed, constructed, and installed in accordance with the CITY's Class I bike trail Design/Construction Standards and the WRSP Bikeway Plan.
2. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual

Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the estimated amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

3. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs as follows:

a. Design, Engineering and Surveying Services. DEVELOPER shall submit monthly invoices for design, engineering, and surveying services provided in connection with the Public Improvements. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-fourth (1/4) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

b. Construction Costs. Once per month, DEVELOPER shall prepare a request for partial payments for approval by CITY evidencing the construction costs for which reimbursement is to be provided in accordance with this Agreement. The estimate shall include the total amount of construction work completed and inspected, and include the costs of any materials utilized in connection with the Public Improvements. CITY shall retain ten percent (10%) of such estimated value of the work completed and ten percent (10%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as partial security for the fulfillments of this Agreement by DEVELOPER. CITY shall pay monthly to DEVELOPER, while carrying on the construction work for the Public Improvements, the balance not retained, after deduction therefrom all previous payments and all sums to be kept

or retained under the provisions of this Agreement. No such estimate or payment shall be required to be made when, in the judgment of CITY, the construction work is not proceeding in accordance with the provisions of this Agreement, or when in the judgment of CITY the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Final payment will be made within fifteen (15) working days following the expiration of the thirty-five (35) day lien period. The start of this period is the date the County Recorder files the notice of completion. Notwithstanding the foregoing, the retention monies described in this section, exclusive of stop notice retention, shall be released in accordance with law.

4. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

5. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different than contemplated in either Exhibit "A," or "B" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

6. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 10 of this Agreement.

7. Bid Documents. DEVELOPER shall prepare the bid documents for the Public Improvements. City shall review and approve the bid documents prior to the issuance of a notice of, and invitation to, bid by DEVELOPER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. CITY shall also review the bids received by DEVELOPER and shall approve DEVELOPER's selection of the most appropriate bid prior to the award of contract. All bids shall include prevailing wage rates. CITY shall have ten (10) working days to review the bids and, in the event the Department concludes the bids are unacceptable high and not to budget, to notify DEVELOPER of required modifications to the Public Improvements or the need to solicit additional bids. CITY shall provide DEVELOPER with an opportunity to review and comment on any proposal by CITY to modify the Public Improvements and shall give such comments fair consideration. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Furthermore, as required by SB 854, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Prevailing Wages. DEVELOPER shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, DEVELOPER shall

require its contractors and subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement.

9. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

10. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY

Commercial General Liability,
Including endorsements for
comprehensive form, premises
operations, products/completed
operations, broad form property
damage, independent contractors,

LIMITS OF LIABILITY

Bodily Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate
Property Damage:
\$2,000,000 each occurrence
Personal Injury:

contractual, personal injury, explosion/collapse and underground hazard	\$2,000,000 each occurrence \$4,000,000 aggregate
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Workers' Compensation	Statutory
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Automobile Liability	\$1,000,000 combined single limit
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a. Form. DEVELOPER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. DEVELOPER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by DEVELOPER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

12. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

13. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses,

including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

15. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

16. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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 Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

JEN CALIFORNIA 15, LLC,
a limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: CLIFTON TAYLOR, VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

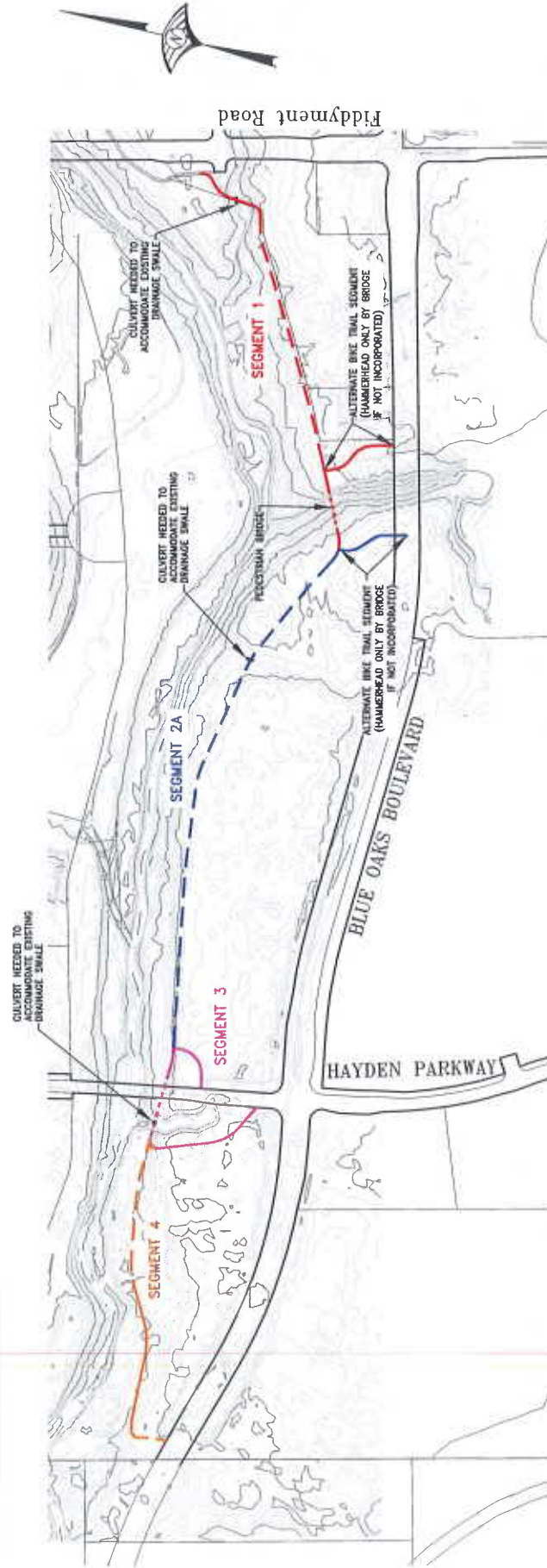
BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

FIDDYMENT RANCH **PHASE 3 BIKE TRAILS** TAYLOR BUILDERS, LLC ROSEVILLE CALIFORNIA MAY, 2020



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 231 Vernon Street
 Roseville, CA 95678
 Tel 916.341.7760
 Fax 916.341.7767

NOTE:
 AC FIDM ACCESS ROAD ASSUMES STRUCTURAL SETBACK OF EXISTING IS ADEQUATE TO ENSURE LONGEVITY OF INFRASTRUCTURE. FULL SETBACK MAY BE REQUIRED.

EXHIBIT "B"

FIDDYMENT RANCH PHASE 3 BIKE TRAIL COST SUMMARY**September 11, 2020**

DESCRIPTION	TOTAL
CONSTRUCTION COSTS	
Segment 1 - Fiddymment to Blue Oaks	\$ 341,402
Segment 2 - Blue Oaks to Hayden	\$ 314,917
Bike/Ped Bridge Over Kaseburg Creek	\$ 973,533
Segment 3 - Hayden Undercrossing (construction deferred)	\$ -
Segment 4 - Hayden to Creekview (construction deferred)	\$ -
Construction Subtotal	\$ 1,629,852
DESIGN, INSPECTION & CONSTRUCTION MANAGEMENT	
Civil Engineering Design (Segments 1-4)	\$ 149,000
Construction Staking (Segments 1-4)	\$ 81,000
Bike/Ped Bridge Design	\$ 134,700
Geotechnical Engineering (Segments 1-4)	\$ 51,500
Materials Testing	\$ 15,000
Geotechnical Engineering - Bridge	\$ -
Environmental Consultant (Segments 1-4)	\$ 9,180
Storm water Pollution Prevention Plan (SWPPP) (Segments 1-4)	\$ 15,000
Construction Management (Segments 1, 2 & Bridge) (3% Construction Subtotal)	\$ 48,895.57
Construction Management (Segments 3-4)	\$ -
Plan Check & Inspection Fee (5% of Construction Subtotal)	\$ 81,493
Technology Fee (3% of Plan Check & Inspection Fee)	\$ 2,445
Design, Inspection & Construction Management Subtotal	\$ 588,213
Construction Contingency	\$ 162,985
TOTAL COST	\$ 2,381,051

ORDINANCE NO. 6270

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Fiddymment Ranch Phase 3 Class I Bike Trail project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,266,051.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Michael Dour, Alternative Transportation Manager FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Elizabeth Haydu, Financial Analyst II COUNCIL DATE (if applicable): 10/07/2020
 DEPARTMENT/DIVISION: PW / Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311	6587	84001	500025	2,266,051	Establish Construction budget for project #500025
TOTAL				2,266,051	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	2,266,051
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311				(2,266,051)	Reduce Neighborhood Park - West Roseville SP Fund Balance
TOTAL				(2,266,051)	

Justification for Budget Adjustment:

The City intends to enter into a developer reimbursement agreement to construct the Fiddymont Ranch Phase 3 Class 1 Bike Trail within Parcels F-84 and F-85 of the West Roseville Specific Plan (WRSP). Previously collected development impact fees are being utilized to fund the construction portion of this project. This project was originally established in Fiscal Year (FY) 2018-19 in the amount of \$115,000. Upon approval of this \$2,266,051 budget adjustment, the total project budget will be \$2,381,051.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

BUDGET MANAGER / DESIGNEE

DATE

CHIEF FINANCIAL OFFICER / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY

DATE



COUNCIL COMMUNICATION

CC #: 1035

File #: 0721-05 & 0201-01

Title: West Roseville Specific Plan Parcel W-81 Bike Trail Segment 1 Project –
City/Developer Reimbursement Agreement Amendment and Budget Adjustment

Contact: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt a resolution authorizing the City Manager to execute the First Amendment to City/Developer Reimbursement Agreement between the City of Roseville and Lennar Homes of California, Inc. for an additional \$104,356.49 to cover cost increases experienced during construction of the multi-use trail adjacent to Parcel W-81.
2. Adopt an ordinance approving a budget adjustment in the amount of \$104,357.

BACKGROUND

Pursuant to the West Roseville Specific Plan (WRSP) Development Agreement and the conditions of approval for the Westpark Parcel W17e/W-18e subdivision, the developer was required to construct and install a multi-use trail within the Open Space parcel W-81. On September 7, 2016, the City Council approved a project budget and reimbursement agreement with Lennar Homes, Inc. in the amount of \$531,546.14 for the construction of the trail.

During the grading phase of the project, vernal pools were discovered which required re-design of the trail. The re-design and inclement weather delayed construction, which resulted in additional costs to construct the bike trail in the amount of \$104,356.49, resulting in a total design and construction cost of \$635,902.63. The increased costs necessitate an amendment to the reimbursement agreement and a corresponding budget adjustment. The trail was completed in 2017 and is in use.

FISCAL IMPACT

Sufficient funds are available in the WRSP bike trail development fee program in the Neighborhood Park - WRSP Fund to cover the increased design and construction costs needed to complete the trail. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest there is one job created for every \$92,000.00 in direct government spending. Based on that figure this project could generate one additional full time job.

ENVIRONMENTAL REVIEW

Development of the WRSP Parcel W-81 Bike Trail Segment 1 was evaluated in the WRSP EIR certified February 2, 2004, State Clearinghouse Number 2002082057. The WRSP EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails.

Construction of the WRSP Parcel W-81 Bike Trail Segment 1 was found to be within the scope of the WRSP EIR and no new effects were expected to occur. All applicable mitigation measures from the West Roseville Specific Plan EIR were implemented during the design and construction of the WRSP Parcel W-81 Bike Trail Segment. Because the project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review was required.

Respectfully Submitted,

Jeannie Gandler, Alternative Transportation Analyst II/Bikeways

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-394

WRSP Parcel W-81 Bike Trail RA

Ordinance No. 6273

Budget Adjustment

RESOLUTION NO. 20-394

APPROVING A FIRST AMENDMENT TO CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to City/Developer Reimbursement Agreement for West Roseville Specific Plan Parcel W-81 Bike Trail, Segment 1 project, by and between the City of Roseville and Lennar Homes of California, Inc., has been reviewed by the City Council, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said First Amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FIRST AMENDMENT TO CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

Project: WRSP Parcel W-81 Bike Trail, Segment 1

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Lennar Homes of California, Inc., a California corporation (“DEVELOPER”); and

W I T N E S S E T H:

WHEREAS, CITY and DEVELOPER previously entered into a City/Developer Reimbursement Agreement dated September 7, 2016 (“Agreement”) regarding the WRSP Parcel W-81 Bike Trail, Segment 1 (“Project”); and

WHEREAS, the parties desire to amend the Agreement to revise the amount of Reimbursable Costs to DEVELOPER.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit “B” to the Agreement is amended as shown in Exhibit “B” to this First Amendment to Agreement.

2. Paragraph D of the Agreement is amended as follows:

“The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the improvement plans is estimated as approximately six hundred forty-two thousand, two hundred eighteen dollars and ninety-four cents

(\$642,218.94) ("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "B," attached and incorporated by this reference.

3. Paragraph E of the Agreement is amended as follows:

"Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$ <u>0</u>
CITY	\$ <u>642,218.94</u>
TOTAL	\$ <u>642,218.94</u>

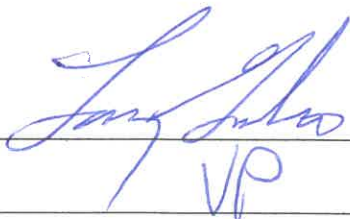
4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and DEVELOPER has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

LENNAR HOMES OF CALIFORNIA,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its:  _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

JASON SHYKOWSKI
Public Works Director

EXHIBIT “B”

2017 REVISED COSTS - WRSP PARCEL W-81 (SEGMENT 1) TRAIL PROJECT

A paved trail adjacent to Parcels W-17e and W-18e with connection through open space.

Description	Quantity	Unit	Unit Price	Total
Path Adjacent to 18E & 17E				
2 "AC/8" AB (18E)	14,944	sf	\$ 4.59	\$ 68,592.96
2 "AC/8" AB (17E)	15,262	sf	\$ 4.59	\$ 70,052.58
3" DG Shoulder (18E)	2,871	sf	\$ 3.21	\$ 9,215.91
3" DG Shoulder (17E)	2,960	sf	\$ 3.21	\$ 9,501.60
4" AB Shoulder (18E)	3,100	sf	\$ 2.28	\$ 7,068.00
4" AB Shoulder (17E)	3,073	sf	\$ 2.28	\$ 7,006.44
Striping	1	ls	\$ 2,472.50	\$ 2,472.50
Post & Cable Fencing	3,172	lf	\$ 17.14	\$ 54,368.08
Final Grading/Walls by Kleary	177	lf	\$ 205.13	\$ 36,308.00
Rough Grading by DeSilva Gates	1	ls	\$ 8,035.00	\$ 8,035.00
Subtotal:				\$ 272,621.07
Drainage Facilities				
6" Drain Pipe	48	lf	\$ 52.62	\$ 2,525.76
6" Drain Pipe	29	lf	\$ 82.82	\$ 2,401.78
Rip Rap Erosion Control	40	SF	\$ 68.64	\$ 2,745.60
12" Drain Pipe	33	sf	\$ 74.58	\$ 2,461.14
Subtotal:				\$ 10,134.28
Miscellaneous				
Bollards (stationary)	10	ea	\$ 460.00	\$ 4,600.00
Bollards (flexible)	5	ea	\$ 718.75	\$ 3,593.75
Pedestrian Barricade	1	ea	\$ 517.50	\$ 517.50
Subtotal:				\$ 8,711.25
On-site Construction Subtotal:				\$ 291,466.60
Surveying (WR)				\$ 4,500.00
Design (WR):				\$ 3,000.00
Staking (MSA):				\$ 2,120.00
Environmental (Madrone):				\$ 17,400.00
Plan Check/Inspection (5%):				\$ 11,630.23
Technology Fee (3% of Plan Check Fee):				\$ 348.91
On-site Engineering Subtotal:				\$ 38,999.14
On-site Total:				\$ 330,465.74

Open Space Path

Clear & Grub/Rough Grading	1	ls	\$	13,750.00	\$	13,750.00
Erosion Control & Monitoring	1	ls	\$	62,956.00	\$	62,956.00
2 "AC/8" AB (17E)	18,528	sf	\$	4.59	\$	85,043.52
3" DG Shoulder (18E)	3,748	sf	\$	3.21	\$	12,031.08
4" AB Shoulder (18E)	3,771	sf	\$	3.21	\$	12,104.91
9" Concrete	216	sf	\$	17.84	\$	3,853.44
Striping	1	ls	\$	2,012.50	\$	2,012.50
Post & Cable Fencing	3,748	sf	\$	17.14	\$	64,240.72
Subtotal:					\$	255,992.17

Miscellaneous

High Vis Temp Fencing	4,142	lf	\$	3.45	\$	14,289.90
Road Sign	4	ea	\$	327.75	\$	1,311.00
Remove post & cable	40	lf	\$	31.60	\$	1,264.00
Pedestrian Barricade	1	ea	\$	2,012.50	\$	2,012.50
Subtotal:					\$	18,877.40

Open Space Sub-total \$ 274,869.57

Surveying (MSA): \$ 4,500.00

Design (MSA): \$ 10,500.00

Staking (MSA): \$ 9,500.00

Plan Check/Inspection (5%): \$ 12,022.94

Technology Fee (3% of Plan Check Fee): \$ 360.69

Open Space Engineering Subtotal: \$ 36,883.63

Open Space Total: \$ 311,753.20

GRAND TOTAL REIMBURSEMENT: \$ 642,218.94

ORDINANCE NO. 6273

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to the West Roseville Specific Plan Parcel W-81 Bike Trail, Segment 1 Project, at the request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$104,357.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jeannie Gandler, Alternative Transportation Analyst II FISCAL YEAR: 2021
 PREPARER NAME & TITLE: Suzanne Engelke, Administrative Technician COUNCIL DATE (if applicable): 10/7/2020
 DEPARTMENT/DIVISION: PW/Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311	6587	84001	400130	104,357	Increase construction budget
TOTAL				104,357	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	104,357
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311				(104,357)	Reduce available resources of the Neighborhood Park - WRSP Fund
TOTAL				(104,357)	

Justification for Budget Adjustment:

WRSP Parcel W 81 Open Space Class 1 Bike Trail Segment 1 - design, construction, and inspection costs were increased due to the discovery of vernal pools during construction. The original project cost was \$531,547, however, the discovery of vernal pools required trail redesign which resulted in additional construction costs of \$104,357 (total project cost \$635,904). Reimbursement will be made to Lennar Homes from previously collected permit fees held in fund 3311 - Neighborhood Park West Roseville SP. No general fund monies will be used to reimburse for this bike trail. This trail has been constructed and is in use.

REQUIRED APPROVALS:			
	<u>9-2-20</u>		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1046

File #: 0800-06 & 0214

Title: Housing Element Update Project - Memorandum of Understanding and Budget Adjustment

Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to execute a Memorandum of Understanding (MOU) with the Sacramento Area Council of Governments (SACOG) for the purpose of securing a partial grant from the Regional Early Action Planning (REAP) Grant Program and authorizing the City Manager or his designee to execute a subsequent MOU for the remaining grant funds provided the subsequent MOU is substantially in the same form as the attached MOU. The current award amount is \$79,000 for the City's Housing Element update, with a further future award anticipated in early 2021. The request also includes a budget adjustment ordinance for \$889,000 to reflect multiple grant awards for the 2020–21 fiscal year.

BACKGROUND

Assembly Bill 101 established the Local Government Planning Support Grants Program to provide regions and jurisdictions with one-time funding to local governments for housing planning and to accelerate housing production. Part of this bill was the Local Early Action Planning (LEAP) grants program providing non-competitive planning grant funding directly to local jurisdictions and the Regional Early Action Planning (REAP) grants program, providing funding to the regional council of governments for the benefit of local jurisdictions. In June 2020 the City Council approved a resolution authorizing an application to HCD for a non-competitive \$500,000 LEAP grant to support the development and implementation of the updated Housing Element. City staff is now bringing a request for authorization to secure REAP funding to City Council.

SACOG, as the regional council of governments, is eligible for \$6,762,880 in Regional Early Action Planning (REAP) funds to address the region's unique housing priorities and planning needs. State law allows 25 percent of the funds to be released in advance of the remaining 75 percent. SACOG applied to HCD and has received the early release grant for 25 percent of the funds, to be disbursed to member jurisdictions proportionately based on the jurisdiction's share of the Regional Housing Needs Assessment (RHNA), and to be used to develop the Housing Element. The City of Roseville's share of this grant is \$79,000. In early 2021 SACOG

anticipates being awarded the remaining 75 percent of the grant, which will again be offered to local jurisdictions through a mix of competitive and non-competitive pathways.

To receive these funds, the City does not need to apply for a grant; the grant has already been secured and is held by SACOG. Instead, the City will enter into an MOU with SACOG, acknowledging that the grant funding is to be used for the direct costs associated with updating the City's Housing Element and agreeing to provide monthly invoices and a simple report documenting how the money has been spent. Because further REAP funding is expected, and it is anticipated to use this same MOU template, the resolution would authorize the City Manager (or his designee) to sign the MOU with SACOG for both the 25 percent award and the future 75 percent award.

Combined, the LEAP grant and early REAP grant provide \$579,000 in funding for Housing Element development and implementation. The LEAP grant funding is tied to the completion of milestones and specific activities, and the grant term extends to December 31, 2023. Staff designed this grant application to be used primarily to fund technical studies and environmental review during Housing Element preparation, and because the grant term extends three years it has also been structured to fund the implementation of Housing Element programs which are ultimately adopted. The early REAP grant MOU term ends on June 30, 2021, and will be invoiced monthly rather than based on milestones. Therefore, staff recommends using this grant to fund direct City staff costs associated with preparing the updated Housing Element.

This grant award will be the third Planning Grant brought to City Council in the last year. To date, the City has received an SB 2 Planning Grant award for Commercial Corridor planning in the amount of \$310,000, has applied for the non-competitive LEAP grant in the amount of \$500,000 for Housing Element development and implementation, and is requesting permission to enter into an MOU to receive a \$79,000 grant award. Attached to this Council Communication is a budget adjustment to appropriate these grant awards.

FISCAL IMPACT

Approval of the recommended budget adjustment has no net impact on the City's General Fund because all funding is being secured through grant programs.

ENVIRONMENTAL REVIEW

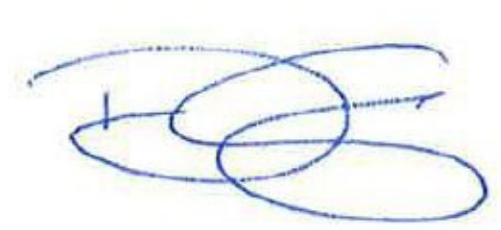
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The REAP Grant preserves the ability of the City to be provided with a reimbursable grant. It does not commit the City to future action or to any activity with the potential to cause direct or reasonably foreseeable indirect physical changes in the environment, and is therefore not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-401

SACOG MOU

Ordinance No. 6277

Budget Adjustment

RESOLUTION NO. 20-401

APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding (MOU) for a partial grant from the Regional Early Action Planning (REAP) Grant Program has been reviewed by the City Council; and

WHEREAS, a subsequent MOU to secure the remaining grant funding will be required to be executed at a future date; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said MOU is hereby approved and that the City Manager or designee is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED by the Council of the City of Roseville that the City Manager or designee is also authorized to execute a subsequent MOU for the remaining grant funding provided the subsequent MOU is substantially in the same form as the initial MOU.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 6277

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the development and implementation of the City's Housing Element update project, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$889,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Lauren Hocker, Senior Planner FISCAL YEAR: 2021

PREPARER NAME & TITLE: Brandy LeBeau, Administrative Analyst II COUNCIL DATE (if applicable): 9/16/2020

DEPARTMENT/DIVISION: Development Services - Planning ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5080	84001	700019	75,000	Housing Element Grant - Staff time
1001	5301	84001	700019	425,000	Housing Element Grant - Contract Services
1001	5080	84001	700021	79,000	Housing Element Grant - Staff time
1001	5080	84001	700020	15,500	Corridor Planning Grant - Staff time
1001	5301	84001	700020	294,500	Corridor Planning Grant - Contract Services
TOTAL				889,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4410	84001	700019	500,000	Housing Element Grant - HCD
1001	4410	84001	700021	79,000	Housing Element Grant - SACOG
1001	4410	84001	700020	310,000	Corridor Planning Grant - HCD
TOTAL				889,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is requested to establish funding for the Department of Housing and Community Development (HCD) and Sacramento Area Council of Governments (SACOG) Housing Element Grant and the HCD Corridor Planning Grant.

Mike Isom

Digitally signed by Mike Isom
Date: 2020.08.06 14:27:59
-07'00'

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE _____ DATE _____

BUDGET MANAGER / DESIGNEE _____ DATE _____

CHIEF FINANCIAL OFFICER / DESIGNEE _____ DATE _____

CITY MANAGER / DESIGNEE _____ DATE _____

BUDGET DEPARTMENT USE ONLY:

POSTED BY _____ DATE _____

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1043

File #: 0400-04-09-1

Title: Second Reading - Westpark Federico - Development Agreement Amendment

Contact: Shelby Vockel 916-746-1347 svockel@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 7.28.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6276 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRD DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Shelby Vockel, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6276

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF
WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER
FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

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 Third Amendment to the Development Agreement by and between the City of Roseville and Westpark Sierra Vista, LLC, as Assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership relative to the Sierra Vista Specific Plan area.

SECTION 2. The Third Amendment to the Development Agreement amends text regarding fee sections within an existing Development Agreement, and does not have the potential to cause a significant effect on the environment; therefore, it is not subject to the California Environmental Quality Act (CEQA) per Section 15061 (b)(3) of the CEQA Guidelines.

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

1. The Third Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The Third Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Third Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Third Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Third Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Third Amendment to the Development Agreement, by and between the City of Roseville and Westpark Sierra Vista LLC, as Assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership relative to the Sierra Vista Specific Plan, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1011
File #: 0400-05

Title: 2019 Development Agreement Review
Contact: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council find the parties to the City's seventeen active development agreements have made a good faith effort to comply with the terms and conditions of their respective development agreements during the 2019 review period.

BACKGROUND

California Government Code § 65865.1 and Roseville Zoning Ordinance § 19.84.080 require an annual review of all development agreements. The purpose of the annual review is to identify terms, conditions, and obligations of the development agreements and to ensure responsible parties are in compliance with applicable obligations.

The development agreement review document includes a summary matrix for each development agreement, which identifies both completed and outstanding obligations, trigger mechanism/timing details, the department assigned to respective obligations, the task assigned to each department, and the status of respective obligations. For consistency, the City reviews all specific plan and master plan development agreements concurrently rather than the anniversary adoption date of individual agreements.

Evaluation

This consolidated review covers currently active development agreements between the City of Roseville and remaining landowners within seventeen sub-areas that have been entitled for urban development, including Specific Plan areas, and specific projects in the Infill area and North Industrial Plan Area. The seventeen development agreements and landowners include the following:

- Amoruso Specific Plan (148.7 acre)
 - Brookfield Sunset, LLC and Amoruso Family Living Trust
- Amoruso Specific Plan (525.7 acre)
 - Brookfield Sunset, LLC and Amoruso Family Living Trust

- Creekview Specific Plan
 - Anthem United
- Northeast Roseville Specific Plan
 - Kaiser Hospital
- North Industrial Plan Area - Hewlett-Packard Roseville Campus Master Plan
 - BBC Roseville Oaks, LLC, Quality Investment Properties, 8000 Foothills LLC, Campus Oaks Apartments 2 LP, Armstrong Co., and TEI EATS 123 LLC
- Sierra Vista Specific Plan
 - Barbaccia
 - Baseline P&R, LLC
 - Baybrook Limited Partnership
 - DF Properties, Inc.
 - Mourier Investments, LLC
 - Mourier Investments, LLC & Bagley & Associates, L.P.
 - Mourier Investments, LLC & Computer Reductions, Inc.
 - Mourier Investments, LLC
 - Westbrook (Westpark SV 400, LLC, K. Hovnanian, Lennar Homes, Taylor Morrison, WP Development Co and Woodside 05N LP)
 - Westpark (Westpark Federico, LLC and Mourier Investments, LLC and Federico-Tyler Family Limited Partnership)
- West Roseville Specific Plan
 - Fiddymont (Roseville Fiddymont Land Venture, LLC)
 - Westpark (1600 Placer Investors – Creekview Investments, St. John's Parish, KB Homes, Meritage Homes, Oakmont of WestPark, PL Roseville, Pulte Homes, West Roseville LLC and Westpark Storage)

The attached matrix identifies all obligations required by each development agreement, and provides a summary of the completed and yet-to-be completed obligations by respective landowners through December 2019.

The City Council is charged with finding each landowner in or out of compliance with the terms and conditions of the executed development agreements during the reporting cycle. If a landowner is found to be in compliance, the current review is concluded. If a landowner is found not in compliance, the Council may order the landowner to cure the deficiency within sixty (60) days. Failure to do so may result in the Council modifying or terminating the agreement with the landowner. For the 2019 reporting period, staff has determined that all landowners have satisfied all applicable terms and conditions, and no deficiencies are required to be cured.

The next annual reporting cycle began on January 1, 2020 and ends on December 31, 2020.

FISCAL IMPACT

Preparation of the development agreement review ensures financial and other obligations associated with development are satisfactorily fulfilled to avoid detrimental impacts to the General Fund. Approval of the 2019 Development Agreement review will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The 2019 Development Agreement Review meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brandy LeBeau, Administrative Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

2019 Amoruso Specific Plan (148.7) DA Obligations
2019 Amoruso Specific Plan (525.7) DA Obligations
2019 Creekview Specific Plan DA Obligations
219 HP Master Plan and Campus Oaks DA Obligations
2019 NERSP Kaiser DA Obligations
2019 Sierra Vista Specific Plan - Barbaccia DA Obligations
2019 Sierra Vista Specific Plan - Baseline P&R DA Obligations
2019 Sierra Vista Specific Plan - Baybrook DA Obligations
2019 Sierra Vista Specific Plan - DF Properties DA Obligations
2019 Sierra Vista Specific Plan - Mourier & Bagley DA Obligations
2019 Sierra Vista Specific Plan - Mourier & Computer Reductions DA Obligations
2019 Sierra Vista Specific Plan - Mourier & Wealth DA Obligations
2019 Sierra Vista Specific Plan - Mourier DA Obligations
2019 Sierra Vista Specific Plan - Westbrook DA Obligations
2019 Sierra Vista Specific Plan - Westpark Federico & Mourier DA Obligations
2019 West Rosville Specific Plan - Fiddymont DA Obligations
2019 West Roseville Specific Plan - Westpark DA Obligations

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005
Amoruso Specific Plan (148.7 Acres) Development Agreement Implementation Matrix**

Owner Name: **Brookfield Sunset, LLC**
John Norman
2271 Lava Ridge Court
Roseville, CA 95661

**Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005**
PO Box 640
Plymouth, CA 95669

Current Agreement: **Development Agreement by and between the City of Roseville
and Brookfield Sunset, LLC and Jennifer M. Amoruso,
Successor Trustee of the Amoruso Family Living Trust Dated
March 14, 2005 to the Amoruso Specific Plan.**

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Brookfield Sunset, LLC	August 5, 2016	30 Years	5709
Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	August 5, 2016	30 Years	5709

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Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 3.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Complete
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	Engineering Division
Status	Completed

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential - 1,302 units on 248.8 acres Medium Density Residential - 542 units on 50.3 acres High Density Residential - 873 units on 38.1 acres Community Commercial - 23.9 acres Community Commercial/Village District - 109 units on 27.3 acres Park – 22.1 acres Open Space – 134.8 acres Open Space (Paseos) – 10.7 acres School – 9.6 acres Public/ Quasi Public – 7.6 acres Urban Reserve – 20.0 acres Right of Way – 52.0 acres NAPOTS (Placer Parkway) 49.2 acres
Department	Planning Division
Status	Currently not in development
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall provide 283 units affordable to very low and low-income households 40% for very low and 60% for low income households.
Department	Housing Department
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement. Currently not in Development
Section	2.6.1
Title	Multi Family Affordable Rental Units

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Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				
Status	Currently not in development				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner to obtain from the Army of Corps 404 permit				
Department	Engineering Division				
Status	Permit in Process				
Section	2.7.2				
Title	Westbrook Boulevard				
Obligation	Landowner obligated to construct Westbrook BL, including utilities located within or adjacent to Westbrook bl from the point that Westbrook bl reaches the southern boundary of PCL C-51 and C-52.				
Department	Engineering Division				
Status	Ongoing obligation				
Section	2.7.2.2				
Title	Preserve Area Establishment and Perpetual Monitoring Phase				
Obligation	Landowner requires preservation/creation/restoration of wetland resources within Preserve areas in accordance to the 404 permit. Monitoring phase in accordance with criteria in the 404 permit and City's open space preserve Overarching management plan.				
Department	City Manager				
Status	404 Permit still processing by the Army Corps.				
Section	2.7.5				
Title	Facilities Included in 404 Permit				
Obligation	1. Mtc access ramps from Westbrook BL to Preserve area north and south of University Creek 2. Mtc access crossing of University Creek capable of accommodating a 30,000 pd vehicle as part of offsite drainage improvements located West of PCL AR-92 on the AL Johnson Wildlife area to access the SW open space south of the University Creek within the property. 3. Opportunities for passive recreation in the offsite preserve properties for wildlife viewing and a bike trail linking W sunset BL and the Al Johnson Wildlife Area				
Department	DS Engineering / Environmental Coordinator				
Status	404 Permit still processing by the Army Corps.				
Section	2.7.6				
Title	Preserve Area Operation and Management Plan Fee				
Obligation	Landowner shall pay to City a onetime fee of \$20,000.00. Payment due upon effectuation of the 404 permit and initiation of the establishment monitoring phase management as outlined in City's Open Space Preserve Overarching Management Plan.				
Department	City Manager				
Status	404 Permit still processing by the Army Corps. If wetland mitigation includes onsite creation, payment trigger is at initiation of establishment monitoring phase. If no onsite				

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	creation, payment trigger is upon effectuation of the 404 Permit.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Except otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by applicable City Ordinances.
Department	All Departments
Status	All fees will be collected at time of processing permits and/or development.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agree to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City Departments. (See DA for specified sub-phased requirements.)
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities Within Rights-of-Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within the easements granted by Landowner to City for such purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements set forth in this agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.1
Title	Landowner's Obligations
Obligation	Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable, conduit as set forth in Exhibit "T" and pavement section. Except as provided below in : Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 112 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of

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	asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements").
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	West Sunset Boulevard
Obligation	Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately-north of the Annexation Area (the "West Sunset Improvements" to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits H-3-A, -B, and -C" hereto: Initially, the West Sunset Improvements shall consist of an all-weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.1
Title	Timing of Dedication and Security for Road Improvements
Obligation	Rights-of-way for the arterial roadways and the NAPOTS Area shall be dedicated as an IOD to the City as set forth in Section; 3.2 and 3.3.1, and 'with the recordation of the first Large Lot Map. All other dedications of roadways to the City, shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.2
Title	Timing of Dedication and Security for Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to arterial roadways and the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks

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Obligation	For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines.
Department	Planning Division
Status	Currently not in development.
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping (consistent with the City's Water Efficient Landscape Ordinance) within the landscape planter, including, street tress (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan in Exhibit "I", for which City shall make progress payments to landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above.
Department	Public Works Division
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective date hereof.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee

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Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Landowner shall pay, as its fair share on a City-Wide basis for the update of the City's Long ranch Transit Master Plan, Short Range Transit Plan Update and Bicycle Master Plan Update, the amounts of \$4166, \$4998 and \$4166, respectively, prior to the recordation of any Large Lot Final Map on the Property.
Department	Engineering Division and Alternative Transportation Division
Status	Not complete; pending application for large lot map.
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / Fiddymment Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the 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, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management

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Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit, Services Guide, Bikeways Map and carpool/ vanpool information) to each, new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation Division
Status	Developer's responsibility to provide materials.
Section	3.5.19
Title	Park and Ride Lot
Obligation	Twenty-five (25) park and ride spaces shall be provided on Parcel AR-53, as shown in Exhibit "H".
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/ or CSP has: not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/ or CSP in accordance with Section 4.2.f herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.3
Title	Improvement Standards
Obligation	All 'Sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.4
Title	Access to Manholes

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Obligation	Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located. Within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access for maintenance purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.6
Title	Wastewater Facilities for Reimbursement
Obligation	Subject to the-provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner'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 (excluding any operational adjustments by City).
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for pro rata share, based on acreage (148.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.1
Title	Placer County Water Agency Supply
Obligation	City is negotiating\with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067-acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County:(the ".Tinker Road Facility'), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.2
Title	Financing of Water Supply
Obligation	To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future

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	PCW A Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCW A Tinker Road Facility.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Groundwater Well
Obligation	Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L" Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" waterline to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Water Conservation Measure
Obligation	Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of the Environmental Utilities Director prior to issuance of the first building permit.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply; as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" 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 "Exhibit "BB".
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the

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	event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with, the construction of the road improvements described in Section 35 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Waterline extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's the current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, Landowner and its successor shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer 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 C&Rs for the Property. The disclosure shall describe the location of groundwater, wells and water storage facilities.
Department	Landowner
Status	Developer's responsibility
Section	3.8.8

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Title	Water Service Area Boundary Modification
Obligation	Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof...Recycled water shall be used for irrigation of parks and landscape setbacks/medians, paseos adjacent to-collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary offsite recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non Exclusive Public Utility Easement
Obligation	Where the-recycled water facilities are not located within road. Rights of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities; together with access thereto for maintenance purposes only. Easement widths shall be-granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner'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 (Excluding any operational adjustments by the. City). 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 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality. Control Board and State Department of Public Health I documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control -Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

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Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for a non-residential buyers.
Department	Landowner
Status	Currently not in development
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use, and Service
Obligation	All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management-Plan is in force at the time). Appropriate aspects of the Low Impact Development design, hydro modification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior-to issuance of any building permit or grading permit, Landowner shall obtain, at its expense; all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.
Department	Landowner
Status	Landowner to obtain all permits and agreements prior to development.
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in

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	accordance with the City's Storm Water Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for: the installation of above-ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas-within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for, the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.5
Title	Drainage Improvements and Work Upon City Owned Property
Obligation	The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road: .The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/ or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD for Public Services. City may program the use of maintenance access roads for pedestrian use.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.6
Title	Off-Site Monitoring
Obligation	City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner

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	acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property.
Department	Engineering
Status	Ongoing obligation
Section	3.10.7
Title	Annexation Into Regional Flood Control Program
Obligation	City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project; City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.
Department	Electric
Status	Currently not in development
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct or finance the construction of off- site 12kV electric distribution facilities as directed by the Electric Utility Director: Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.3
Title	CSP Electric Substation

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Obligation	Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"). Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500 th residential building permit, or combination of building permits, in the CSP.
Department	Electric
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure.
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook. Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements-to construct, 60kV overhead electric.
Department	Electric
Status	Currently not in development
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department Streetlights shall meet Roseville Electric's specifications for residential and/ or, commercial construction in effect at the time the construction improvement plans are approved-and issued by the City.
Department	Electric
Status	Currently not in development
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following: energy efficiency and load management requirements are hereby established: 1. All-residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance certificates-at the time building-permits are requested. If Title 24 of the Code of California Regulations in effect at-the time of request for building permits requires higher SEER or EER ratings, residential units in the ,Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance: calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency (CCEE"). Tied specifications. The SEER/EER

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	ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. 3. Every garage of each Low Density Residential and Medium Density, Residential unit must be considered "electric vehicle ready" which includes, but is not limited to, a 3/4" conduit raceway to a spare electric box in the garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.
Department	Electric
Status	Currently not in development
Section	3.12
Title	Parks, Open Space, and Bike Trails
Obligation	Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V".
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.
Department	Finance Department
Status	Nothing formed yet, Currently not in development
Section	3.12.3

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Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping); which include curb gutter, and stub utilities for the park site, subject to direction from City on the location of such utility, stubs. At the time Landowner install infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	City Wide Park Fee
Obligation	Upon issuance of each residential building; permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the 1/City Wide Park In-Lieu Fee;'), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on modified primary residential streets with street side paseos in the ARSP, consistent with the Specified Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway.
Department	Parks and Alternative Transportation Department

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Status	Currently not in development
Section	3.12.7
Title	Bike Trail Construction
Obligation	The ARSP's Class 1 bike trails are only located either adjacent to drainage ways, an open space-fronting roadway, or along a P/QP parcel in the Specific Plan. Landowner shall design, secure necessary permits, and construct certain Class-1 bike trail improvements within the property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below: As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments unless otherwise jointly agreed to by City and Landowner.
Department	Alternative Transportation
Status	Currently not in development
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and Citywide parks and 'open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps, a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat.
Department	Parks Department
Status	Currently not in development
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Area
Obligation	Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y".
Department	Parks Department
Status	Currently not in development
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/ irrigation.
Department	Parks Department
Status	Currently not in development
Section	3.13
Title	School Fee Agreements

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Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	School Districts
Status	Landowner responsible to enter into a written agreement with school districts.
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52).
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner, upon the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in 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.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances; special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current

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	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.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.
Department	Fire Department, Environmental Utilities, Parks Department and Alternative Transportation
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Parks and Libraries Department
Status	Currently not in development
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed: Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Weed Abatement on P /OP Parcels
Obligation	Prior to dedication of any P / QP parcel to City, Landowner shall maintain such P / QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Currently not in development
Section	3.14.10
Title	Solid Waste Recycling Site (AR-55)
Obligation	Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be

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	completed with the construction of the roadway fronting Parcel AR-55.
Department	Environmental Utilities
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	In process
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	Landowner
Status	Acknowledges waiver for development
Section	3.17.1
Title	Formation
Obligation	Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible. Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency. 3.17.1.1 Nothing in this section shall be construed to require Landowner 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. 3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent

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	permitted by law, the City agrees to the following: • Maximum annual taxes for residential units shall not exceed 2.00% of the assessed valuation. • Special tax to be levied for as long as needed to service the principal and interest on bond debt, and pay any additional authorized facilities not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilities reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Nothing formed yet, currently not in development.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Currently not in development.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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

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	Ordinance). Provided however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFO Eligible 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.
Department	Engineering Division
Status	Currently not in development.
Section	3.19.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District Public Services has been formed to include the Property ("Public Services CFD"). Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of street frontage 'and median landscaping, open space and neighborhood parks.
Department	Building Division and Finance Department
Status	Nothing formed yet, currently not in development
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain Paseos and Sidewalks along collector streets and primary residential streets, medians, and landscape corridors and all masonry walls; 3.19.2.4 Maintain bikeways, signs and benches 3.19.2.5 Maintain City and neighborhood entry features within the property, public right of way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for open space preserve areas; 3.19.2.8 Maintain all water quality structural controls, storm management facilities within RoW's and open spaces; 3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands; 3.19.2.10 Maintain open space including general mtc, signage and city owned fenced mtc, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain replacement reserve fund for repair and replacement of entry features, signage, lighting, and other special features including park features and structures; 3.19.2.13 Maintain bus shelters, bus stops, the park and ride lot and bus signs; 3.19.2.14 Maintain the NAPOTS area referenced in section 3.3.1
Department	Alternative Transportation; Parks
Status	Not formed yet, currently not in development.
Section	3.19.3
Title	Public Parcel Exclusion

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Obligation	Landowner 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 Public Services CFD.
Department	Finance Department
Status	Currently not in development.
Section	3.20.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District - Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq.
Department	Finance Department and Building Division
Status	Not formed yet, currently not in development
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Not annexed in yet, Currently not in development.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner 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.
Department	Finance Department
Status	Currently not in development.
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD' s to Landowner or City oi 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.
Department	Finance Department
Status	Currently not in development.
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.
Department	Engineering Division
Status	Currently not in development.
Section	3.22.1
Title	Contour Grading Plan

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Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an information tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR54) for use as a, fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres.
Department	Finance and Fire Department
Status	Currently not in development.
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: Refer to DA for requirements (page 69).
Department	Landowners
Status	Developer's responsibility.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to; the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Landowner and appropriate departments
Status	Currently not in development. No electric sites in ARSP.
Section	3.26
Title	Masonry Walls
Obligation	Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential land uses about the future Placer Parkway right-of-way, and prior to the occupancy of such residential land uses.
Department	Engineering Division and Landowner
Status	Currently not in development.
Section	3.27
Title	Reimbursement to West Roseville Specific Plan

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Obligation	Refer to DA for reimbursement details (Page 72)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.28
Title	Reimbursement to Creekview Specific Plan
Obligation	Refer to DA for reimbursement details (Page 75)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.29
Title	Reimbursements to Third Parties
Obligation	In the event that third parties construct sewer; water and/ or recycled facilities in Westbrook Boulevard through the Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29.
Department	Finance/Development Services
Status	Currently not in development.
Section	5.2
Title	Annual Review
Obligation	Annual review every 12 months per Roseville Municipal Code Chapter 19.84
Department	Development Services
Status	Completed annually

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Owner Name: **Brookfield Sunset, LLC**
John Norman
2271 Lava Ridge Court
Roseville, CA 95661

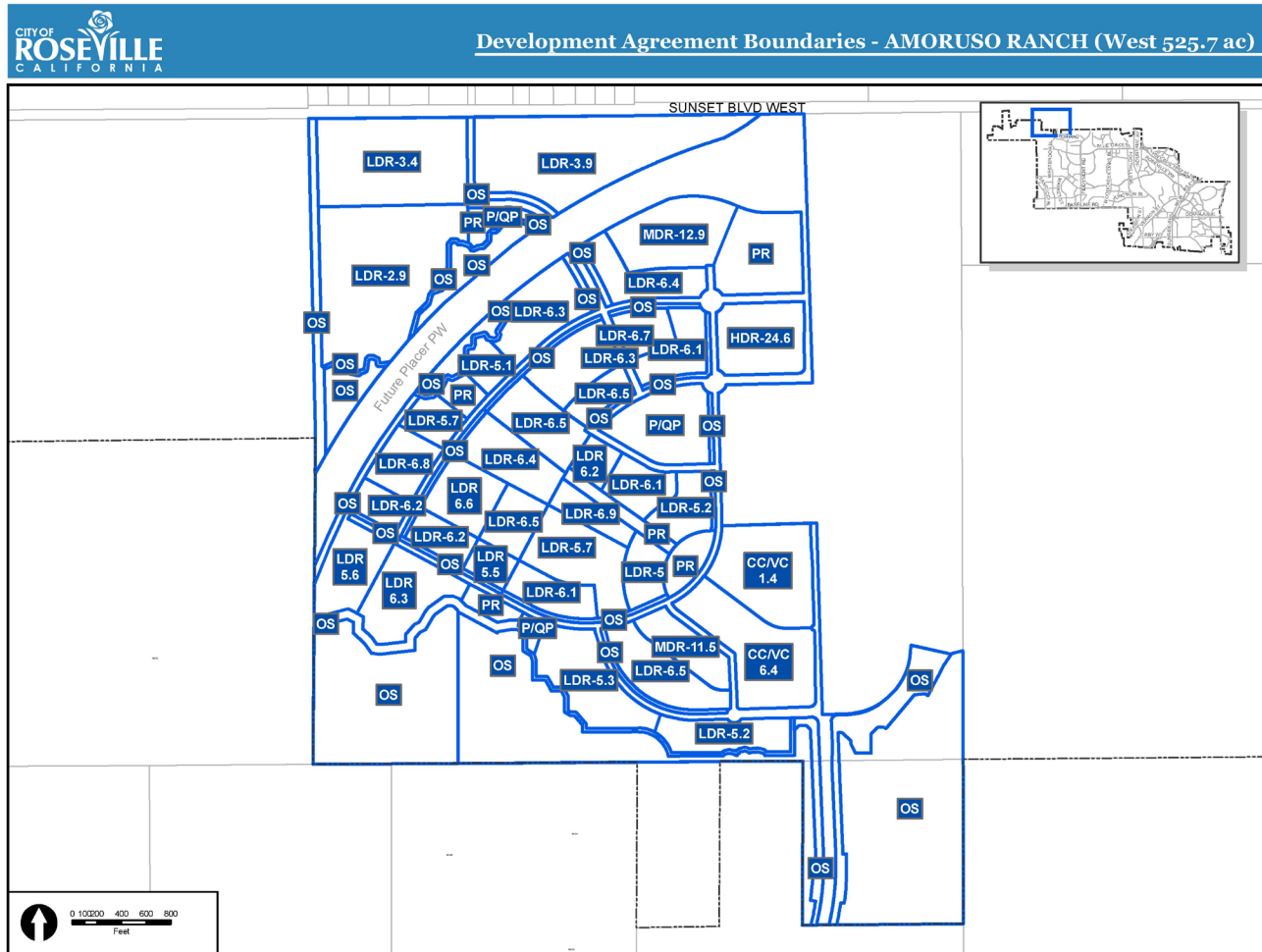
**Jennifer M. Amoruso, Successor Trustee of the Amoruso
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PO Box 640
Plymouth, CA 95669

Current Agreement: **Development Agreement by and between the City of Roseville
and Brookfield Sunset, LLC and Jennifer M. Amoruso,
Successor Trustee of the Amoruso Family Living Trust Dated
March 14, 2005 to the Amoruso Specific Plan.**

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Brookfield Sunset, LLC	August 5, 2016	30 Years	5708
Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	August 5, 2016	30 Years	5708

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Note: Map below indicates property governed by Landowners per the initial Development
Agreements



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Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" 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 "Exhibit "BB".
Department	Environmental Utilities
Status	Complete
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	Engineering Division
Status	Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential - 1,302 units on 248.8 acres Medium Density Residential - 542 units on 50.3 acres High Density Residential - 873 units on 38.1 acres Community Commercial - 23.9 acres Community Commercial/Village District - 109 units on 27.3 acres Park – 22.1 acres Open Space – 134.8 acres Open Space (Paseos) – 10.7 acres School – 9.6 acres Public/ Quasi Public – 7.6 acres Urban Reserve – 20.0 acres Right of Way – 52.0 acres NAPOTS (Placer Parkway) 49.2 acres
Department	Planning Division
Status	Currently not in development
Section	2.6
Title	Affordable Housing

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Obligation	Landowner shall provide 283 units affordable to very low and low-income households 40% for very low and 60% for low income households.				
Department	Housing Department				
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement. Currently not in Development				
Section	2.6.1				
Title	Multi Family Affordable Rental Units				
Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				
Status	Currently not in development				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner to obtain from the Army of Corps 404 permit.				
Department	Engineering Division				
Status	Permit in Process				
Section	2.7.2				
Title	Westbrook Boulevard				
Obligation	Landowner obligated to construct Westbrook Bl, including utilities located within or adjacent to Westbrook bl from the point that Westbrook bl reaches the southern boundary of PCL C-51 and C-52.				
Department	Engineering Division				
Status	Ongoing obligation				
Section	2.7.2.2				
Title	Preserve Area Establishment and Perpetual Monitoring Phase				
Obligation	Landowner requires preservation/creation/restoration of wetland resources within Preserve areas in accordance to the 404 permit. Monitoring phase in accordance with criteria in the 404 permit and City's open space preserve Overarching management plan.				
Department	City Manager				
Status	404 Permit still in processing by the Army Corps				
Section	2.7.5				
Title	Facilities Included in 404 Permit				
Obligation	1. Mtc access ramps from Westbrook Bl to Preserve area north and south of University Creek 2. Mtc access crossing of University Creek capable of accommodating a 30,000 pd vehicle as part of offsite drainage improvements located West of PCL AR-92 on the AL Johnson Wildlife area to access the SW open space south of the University Creek within the property. 3. Opportunities for passive recreation in the offsite preserve properties for wildlife viewing and a bike trail linking W sunset BL and the Al Johnson Wildlife Area				
Department	Engineering Department/ Environmental Coordinator				
Status	404 Permit still processing by the Army Corps				

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Section	2.7.6
Title	Preserve Area Operation and Management Plan Fee
Obligation	Landowner shall pay to City a onetime fee of \$20,000.00. Payment due upon effectuation of the 404 permit and initiation of the establishment monitoring phase management as outlined in City's Open Space Preserve Overarching Management Plan.
Department	Engineering Department/ Environmental Coordinator
Status	404 Permit still processing by the Army Corps. If wetland mitigation includes onsite creation, payment trigger is at initiation of establishment monitoring phase. If no onsite creation, payment trigger is upon effectuation of the 404 Permit.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Except otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by applicable City Ordinances.
Department	All Departments
Status	All fees will be collected at time of processing permits and/or development.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agree to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City Departments. (See DA for specified sub-phased requirements.)
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities Within Rights-of-Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within the easements granted by Landowner to City for such purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements set forth in this agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.1
Title	Landowner's Obligations
Obligation	Landowner obligation for residential and collector roadway improvements shall consist

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	of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable, conduit as set forth in Exhibit "T" and pavement section. Except as provided below in : Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 112 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and_ driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements").
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	West Sunset Boulevard
Obligation	Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately-north of the Annexation Area'(the "West Sunset Improvements" to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits H-3-A, -B, and -C" hereto: Initially, the West Sunset Improvements shall consist of an all-weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.1
Title	Timing of Dedication and Security for Road Improvements
Obligation	Rights-of-way for the arterial roadways and the NAPOTS Area shall be dedicated as an IOD to the-City as set forth in Section; 3.2 and 3.3.1, and 'with the recordation of the first Large Lot Map. All other dedications of roadways to the City, shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.2
Title	Timing of Dedication and Security for Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to arterial roadways and the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5

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Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines.
Department	Planning Division
Status	Currently not in development
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping (consistent with the City's Water Efficient Landscape Ordinance) within the landscape planter, including, street tress (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan in Exhibit "I", for which City shall make progress payments to landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above.
Department	Public Works Division
Status	Currently not in development
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective date hereof.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee

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Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Landowner shall pay, as its fair share on a City-Wide basis for the update of the City's Long ranch Transit Master Plan, Short Range Transit Plan Update and Bicycle Master Plan Update, the amounts of \$4166, \$4998 and \$4166, respectively, prior to the recordation of any Large Lot Final Map on the Property.
Department	Engineering Division and Alternative Transportation Division
Status	Not complete; pending application for large lot map.
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.5.16
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the 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, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Currently not in development
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit, Services Guide, Bikeways Map and carpool/ vanpool information) to each, new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.5.19
Title	Park and Ride Lot
Obligation	Twenty-five (25) park and ride spaces shall be provided on ParcelAR-53, as shown in Exhibit "H".
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/ or CSP has: not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/ or CSP in accordance with Section 4.2.f herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities

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Status	Currently not in development
Section	3.6.3
Title	Improvement Standards
Obligation	All Sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.4
Title	Access to Manholes
Obligation	Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located. Within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access for maintenance purposes.
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.6
Title	Wastewater Facilities for Reimbursement
Obligation	Subject to the-provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner'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 (excluding any operational adjustments by City).
Department	Environmental Utilities
Status	Currently not in development
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for pro rata share, based on acreage (148.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.1
Title	Placer County Water Agency Supply
Obligation	City is negotiating\with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067-acre feet per year ("AFY") to serve the Project. Water obtained from

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	PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County:(the "Tinker Road Facility"), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.2
Title	Financing of Water Supply
Obligation	To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future PCW A Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCW A Tinker Road Facility.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Groundwater Well
Obligation	Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L" Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" waterline to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Water Conservation Measure
Obligation	Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of the Environmental Utilities Director prior to issuance of the first building permit.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner agrees, that the available water supply; as documented in the Water Supply Assessment for the Project, is sufficient to serve .all phases of the Project. This determination was the conclusion of a review of the various

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	technical studies completed in connection with the environmental review of the Project.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with, the construction of the road improvements described in Section 35 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Waterline extensions shall be sequenced to assure looped systems in all developing area, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located -within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's the current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, Landowner and its successor shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer that the Property will

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	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 C&Rs for the Property. The disclosure shall describe the location of groundwater, wells and water storage facilities.
Department	Landowner
Status	Developer's responsibility
Section	3.8.8
Title	Water Service Area Boundary Modification
Obligation	Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks/medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary offsite recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non Exclusive Public Utility Easement
Obligation	Where the-recycled water facilities are not located within road. Rights of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities; together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner'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 (Excluding any operational adjustments by the. City). 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 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report

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Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health I documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control -Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for a non-residential buyers.
Department	Landowner
Status	Developer's responsibility
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use, and Service
Obligation	All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management-Plan is in force at the time). Appropriate aspects of the Low. Impact Development design, hydro modification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior-to issuance of any building permit or grading permit, Landowner shall obtain, at its expense; all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.
Department	Landowner
Status	Landowner to obtain all permits and agreements prior to development.
Section	3.10.2

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Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for: the installation of above-ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas-within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for, the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.5
Title	Drainage Improvements and Work Upon City Owned Property
Obligation	The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road. The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/ or flow line of the channel. The channels and

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	storm water pumps for Road "G" shall be maintained by City with funds from the CFD for Public Services. City may program the use of maintenance access roads for pedestrian use.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.6
Title	Off-Site Monitoring
Obligation	City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.7
Title	Annexation Into Regional Flood Control Program
Obligation	City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project; City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.
Department	Electric
Status	Currently not in development
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct or finance

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	the construction of off- site 12kV electric distribution facilities as directed by the Electric Utility Director: Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.3
Title	CSP Electric Substation
Obligation	Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in-the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"), Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500 th residential building permit, or combination of building permits, in the CSP.
Department	Electric
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure.
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook. Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements-to construct, 60kV overhead electric.
Department	Electric
Status	Currently not in development
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility. Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department Streetlights shall meet Roseville Electric's specifications for residential and/ or, commercial construction in effect at the time the construction improvement plans are approved-and issued by the City.
Department	Electric
Status	Currently not in development
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following: energy efficiency and load management requirements are hereby established: 1. All-residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance

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	certificates-at the time building-permits are requested. If Title 24 of the Code of California Regulations in effect at-the time of request for building permits requires higher SEER or EER ratings, residential units in the ,Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance: calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency (CCEE"). Tied specifications. The SEER/EER ratings will-be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. 3. Every garage of each Low Density Residential and Medium Density, Residential unit must be considered "electric vehicle ready" which includes, but is not limited to, a 3/4" conduit raceway to a spare electric box in the-garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.
Department	Building Division
Status	Currently not in development
Section	3.12
Title	Parks, Open Space, and Bike Trails
Obligation	Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V".
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.
Department	Parks Department
Status	Currently not in development

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Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.
Department	Finance Department
Status	Not formed yet
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping); which include curb gutter, and stub utilities for the park site, subject to direction from City on the location of such utility, stubs. At the time Landowner install infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	City Wide Park Fee
Obligation	Upon issuance of each residential building; permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density

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	Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on modified primary residential streets with street side paseos in the ARSP, consistent with the Specified Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway.
Department	Parks and Alternative Transportation Department
Status	Currently not in development
Section	3.12.7
Title	Bike Trail Construction
Obligation	The ARSP's Class 1 bike trails are only located either adjacent to drainage ways,-an open space-fronting roadway, or along a P/QP parcel in the Specific Plan Landowner shall design, secure necessary permits, and construct certain Class-1 bike trail improvements within the property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below: As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments unless otherwise faintly agreed to by City and Landowner.
Department	Alternative Transportation
Status	Currently not in development
Section	3.12.8
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and Citywide parks and 'open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps, a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat.
Department	Parks Department
Status	Currently not in development
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Area
Obligation	Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005
Amoruso Specific Plan (525.7 Acres) Development Agreement Implementation Matrix**

	"Y".
Department	Parks Department
Status	Currently not in development
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/ irrigation.
Department	Parks Department
Status	Currently not in development
Section	3.13
Title	School Fee Agreements
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	School Districts
Status	Landowner responsible to enter into a written agreement with school districts.
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52).
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee
Obligation	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

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	that the Project will benefit current and future residents of Roseville, Landowner, upon the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in 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.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances; special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.
Department	Fire Department, Environmental Utilities, Parks Department and Alternative Transportation
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Parks and Libraries Department
Status	Currently not in development
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed: Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Weed Abatement on P /OP Parcels
Obligation	Prior to dedication of any P / QP parcel to City, Landowner shall maintain such P / QP

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	parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Currently not in development
Section	3.14.10
Title	Solid Waste Recycling Site (AR-55)
Obligation	Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be completed with the construction of the roadway fronting Parcel AR-55.
Department	Environmental Utilities
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	In process
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this. Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	Landowner
Status	Acknowledges waiver for development
Section	3.17.1
Title	Formation
Obligation	Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible. Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated

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	and maintained by the City or another public agency. 3.17.1.1 Nothing in this section shall be construed to require Landowner 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. 3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: • Maximum annual taxes for residential units shall not exceed 2.00% of the assessed valuation. • Special tax to be levied for as long as needed to service the principal and interest on bond debt, and pay any additional authorized facilities not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilities reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Nothing formed yet, currently not in development.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.

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Department	Finance Department
Status	Currently not in development.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 CFO Eligible 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.
Department	Engineering Division
Status	Currently not in development.
Section	3.19.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District Public Services has been formed to include the Property ("Public Services CFD"). Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of street frontage and median landscaping, open space and neighborhood parks.
Department	Building Division and Finance Department
Status	Nothing formed yet, currently not in development
Section	3.19.2
Title	Public Services
Obligation	The Public Services CPD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain Paseos and Sidewalks along collector streets and primary residential streets, medians, and landscape corridors and all masonry walls; 3.19.2.4 Maintain bikeways, signs and benches 3.19.2.5 Maintain City and neighborhood entry features within the property, public right of way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for open space preserve areas;

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	3.19.2.8 Maintain all water quality structural controls, storm management facilities within RoW's and open spaces; 3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands; 3.19.2.10 Maintain open space including general mtc, signage and city owned fenced mtc, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain replacement reserve fund for repair and replacement of entry features, signage, lighting, and other special features including park features and structures; 3.19.2.13 Maintain bus shelters, bus stops, the park and ride lot and bus signs; 3.19.2.14 Maintain the NAPOTS area referenced in section 3.3.1
Department	Alternative Transportation; Parks
Status	Not formed yet, currently not in development
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner 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 Public Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.20.1.1
Title	Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District - Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq.
Department	Finance Department and Building Division
Status	Not formed yet, currently not in development
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Not annexed in yet, Currently not in development.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner 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.
Department	Finance Department
Status	Currently not in development.
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements

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	for all Services CFD' s to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Currently not in development.
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.
Department	Engineering Division
Status	Currently not in development.
Section	3.22.1
Title	Contour Grading Plan
Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an information tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR-54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres.
Department	Finance and Fire Department
Status	Currently not in development.
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: Refer to DA for requirements (page 69)
Department	Landowners
Status	Developer's responsibility
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to; the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities.

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	B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Landowner and appropriate departments
Status	Currently not in development, there are no electric sites within ARSP
Section	3.26
Title	Masonry Walls
Obligation	Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential land uses abut the future Placer Parkway right-of-way, and prior to the occupancy of such residential land uses.
Department	Engineering Division and Landowner
Status	Currently not in development.
Section	3.27
Title	Reimbursement to West Roseville Specific Plan
Obligation	Refer to Da for reimbursement details (Page 72)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.28
Title	Reimbursement to Creekview Specific Plan
Obligation	Refer to Da for reimbursement details (Page 75)
Department	Finance/Development Services
Status	Currently not in development.
Section	3.29
Title	Reimbursements to Third Parties
Obligation	In the event that third parties construct sewer; water and/ or recycled facilities in Westbrook Boulevard through the Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29.
Department	Finance/Development Services
Status	Currently not in development.
Section	5.2
Title	Annual Review
Obligation	Annual review every 12 months per Roseville Municipal Code Chapter 19.84
Department	Development Services
Status	Completed annually

**Creekview Specific Plan
Development Agreement Implementation Matrix**

Owner Name: Anthem United Creekview Developments Limited Partnership
– Attn: Brian Moore – 3001 Douglas Boulevard, Ste 200 –
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville
and Anthem United Creekview Developments Limited
Partnership to the Creekview Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Granite Bay Development II, LLC	November 2, 2012	30 Years	5119
Phillips Road 160 Investors Limited Partnership			
Phillip Road Land, LLC			
J & KD Enterprises, LLC			
Soule Investments, LLC			
Bennett West Roseville, LLC			
Decou West Roseville, LLC			
Blue Oaks – Roseville, LP			
Chuang-Hsiung and Yueh-Jing Chuang			

Amendments:		
Anthem United Creekview Developments Limited Partnership		
#1 – Dec.19, 2019		#6151

Creekview Specific Plan Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Developer to obtain from the US Army Corps of Engineers a Clean Water Act section 404 permit. Developer to pursue and obtain issuance of the 404 permit and any amendment, modification or supplement in order to implement the project. This includes mitigation for the segment of Westbrook Blvd between PCL C-51 and C-52 and any required offsite improvements for proposed Pleasant Grove Creek bypass channel improvement located within AJWA and the Blue Oaks Blvd bridge over Coyote Creek. Developer intends to phase mitigation required by the approved 404 permit to coincide with phase of development, no later than the recordation of the first small lot map north of Holt Pkwy/Benchmark Drive, secure mitigation for segment of Westbrook Blvd. between PCL C-51 and C52.
Department	Engineering / Environmental Coordinator
Status	Obligation Complete - 404 permit - January 25, 2016.
Section	3.5.13
Title	Transit Master Plan Funding
Obligation	Developer shall pay a portion for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$7,000, \$6,000, and \$7,000 respectively, prior to the recordation of the first Large Lot Final Map. Total amount \$20,000.00 prior to the recordation of the first large lot final map
Department	Alternative Transportation and Engineering Division
Status	Obligation Complete - (Alt Trans)
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Developer shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority ("SPWA") for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Developer has received notice that the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities
Status	Obligation Complete –Service boundary was expanded to include CSP on Jan. 7, 2019.
Section	3.13
Title	School Fee Agreements
Obligation	Landowner and Developer have entered or will enter into separate written agreements with the Roseville City School District, and the Roseville Joint Union High School District 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 Landowner and Developer are 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. Landowner and Developer agree that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Building Division

Creekview Specific Plan Development Agreement Implementation Matrix

Status	Obligation Complete – Agreements with RCSD Nov. 7, 2019 and RJUHSD July 25, 2019
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Developer agrees to pay its fair share of cost of orthophotography of the Plan Area The total cost for the Plan Area is \$1,261.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the CSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	Permitted uses for the property shall be set forth in the entitlements.
Department	Planning
Status	Currently not in development.
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. # 6151
Obligation	Low Density Residential – 826 units on 155.8 net acres Medium Density Residential – 665 units on 64.3 net acres High Density Residential – 520 units on – 17.1 net acres Community Commercial – 15.5 net acres Community Commercial/Business Professional – 3.8 net acres Open Space – 136.2 net acres Park – 15.7 net acres Elementary School – 7.0 net acres Electric Substation – .9 net acres Well Site – .5 net acres Lift Station – .6 net acres Solid Waste Recycling Center – .6 net acres Right of Way – 43.4 net acres Low Density Residential - 951 units on 182.8 net acres Medium Density Residential - 513 units on 51.2 net acres High Density Residential - 547 units on - 17.7 net acres Community Commercial - 9.2 net acres Community Commercial/Business Professional – 3.8 net acres Open Space - 136.9 net acres Park – 16.3 net acres Elementary School – 7.0 net acres Electric Substation - .9 net acres Well Site - .5 net acres Lift Station - .6 net acres Solid Waste Recycling Center - .6 net acres Right of Way – 37.7 net acres
Department	Planning
Status	Currently not in development

Creekview Specific Plan Development Agreement Implementation Matrix

Section	2.5.1																								
Title	Processing Fees and Charges																								
Obligation	Developer pays processing, inspection and plan checking fees for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted.																								
Department	Building, Engineering, Planning, Environmental Utilities, Public Works																								
Status	Ongoing																								
Section	2.6																								
Title	Affordable Housing																								
Obligation	Developer shall develop (10%) of the total residential units as affordable housing. Developer shall provide 201 units affordable to very low, low and middle income households.																								
Department	Housing																								
Status	Currently not in development																								
Section	2.6.1																								
Title	Affordable Purchase Residential Units Amendment #1 – Ord. #6151																								
Obligation	Developer agrees that 40 units will be reserved as detached or attached SFR units affordable to middle income purchasers as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>C-20</td><td>75</td><td>10</td></tr><tr><td>C-22</td><td>105</td><td>20</td></tr><tr><td>C-30</td><td>40</td><td>10</td></tr></table> Such units distributed throughout each parcel. Developer agrees that 40 units will be reserved as detached or attached SFR units affordable to middle income purchasers as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>C-20</td><td>75</td><td>10</td></tr><tr><td>C-22</td><td>105</td><td>20</td></tr><tr><td>C-30</td><td>62</td><td>10</td></tr></table> Such units distributed throughout each parcel.	Parcel	Total Units in Parcel	Middle Income Purchase Units	C-20	75	10	C-22	105	20	C-30	40	10	Parcel	Total Units in Parcel	Middle Income Purchase Units	C-20	75	10	C-22	105	20	C-30	62	10
Parcel	Total Units in Parcel	Middle Income Purchase Units																							
C-20	75	10																							
C-22	105	20																							
C-30	40	10																							
Parcel	Total Units in Parcel	Middle Income Purchase Units																							
C-20	75	10																							
C-22	105	20																							
C-30	62	10																							
Department	Housing																								
Status	Currently not in development																								
Section	2.6.1.1																								
Title	Required Agreements																								
Obligation	Prior to approve of each final small lot residential subdivision map containing lots for affordable purchase units , developers shall enter into Affordable Housing Agreement.																								
Department	Housing																								
Status	Currently not in development																								
Section	2.6.1.2																								
Title	Content																								
Obligation	The Affordable Housing Agreement for each such residential lot subdivision, distribute the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion of amenities, exterior materials and finishes.																								
Department	Housing																								
Status	Currently not in development																								

Creekview Specific Plan Development Agreement Implementation Matrix

Section	2.6.1.4																																						
Title	Transfer of Obligation																																						
Obligation	Developer can request transfer of affordable purchase housing obligation to another parcel within the specific plan.																																						
Department	Planning and Housing																																						
Status	Currently not in development																																						
Section	2.6.1.5																																						
Title	In Lieu Fee – Affordable Housing																																						
Obligation	In the event the city adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, developer shall be eligible to pay in lieu fee rather than construct affordable housing units on the property.																																						
Department	Housing																																						
Status	Currently not in development																																						
Section	2.6.1.6																																						
Title	Community Facilities Districts																																						
Obligation	City will maintain a list of middle income affordable units pursuant to the affordable housing agreement, on or about May 1 of each calendar year, if and when a Community Facilities District is formed encompassing the property, set the applicable tax for the middle income affordable purchase units within each parcel.																																						
Department	Housing and Finance																																						
Status	Currently not in development																																						
Section	2.6.2.1																																						
Title	Affordable Obligation Amendment #1 – Ord. #6151																																						
Obligation	161 affordable rental units will be reserved within the property, 81 units for rental to very low income households and 80 units for rental to low income households. <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr> </thead> <tbody> <tr> <td>C-42</td><td>220</td><td>161</td><td>81</td><td>80</td></tr> <tr> <td>Total</td><td>220</td><td>161</td><td>81</td><td>80</td></tr> </tbody> </table> Developer agrees that one hundred and sixty-one (161) affordable rental units will be reserved within the property, including eighty-one (81) units for rental to very low income households and eighty (80) units for rental to low income households as follows: <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr> </thead> <tbody> <tr> <td>C-42</td><td>136</td><td>80</td><td>40</td><td>40</td></tr> <tr> <td>C-43</td><td>116</td><td>81</td><td>41</td><td>40</td></tr> <tr> <td>Total</td><td>252</td><td>161</td><td>81</td><td>80</td></tr> </tbody> </table> Such units shall be distributed through the Parcel.				Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	C-42	220	161	81	80	Total	220	161	81	80	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	C-42	136	80	40	40	C-43	116	81	41	40	Total	252	161	81	80
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Total	252	161	81	80																																			
Department	Housing																																						
Status	Currently not in development																																						
Section	2.6.2.3																																						
Title	Compensation by City Amendment #1 – Ord. #6151																																						
Obligation	City compensates developer for ½ of the net present value of the loss of rental revenue that would be expected to accrue over the period that units are reserved. Compensation to developer for providing rental housing affordable to low income and																																						

Creekview Specific Plan Development Agreement Implementation Matrix

	very low income households, such compensation issued through a combination of cash investment, density bonus, fee deferrals or financing, federal, state or local programs. 60 days after developer applied for DRP, city shall specify the range of incomes to be served at time of occupancy and identify/provide funding for subsidies. If subsidies are not identified or not made available within 9 months following DRP application, then the requirement to provide low and very low income units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding within the time periods. Developer agrees to provide all of the affordable rental units without any subsidy from the City.
Department	Housing Department
Status	Currently not in development
Section	2.6.2.4
Title	Transfer/Satisfaction of Obligation Amendment #1 – Ord. #6151
Obligation	At the request of Landowner and Developer, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Developer above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, from one parcel to another parcel within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Developer and the owner(s) of the affected parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.
Department	Planning and Housing
Status	Currently not in development
Section	2.6.2.5
Title	Community Facilities Districts
Obligation	City will maintain a list of low and very low income affordable rental units pursuant to the affordable housing agreement, on or about May 1 of each calendar year, if and when a Community Facilities District is formed encompassing the property, set the applicable tax for the middle income affordable purchase units within each parcel.
Department	Housing and Finance
Status	Currently not in development
Section	2.7.1.1
Title	Violations
Obligation	Developer responsible for any violations occurring from the 404 permitting process until acceptance by City. City shall be responsible for the normal operation and maintenance of dedicated areas.
Department	Engineering Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Developer during the establishment monitoring phase
Obligation	Developer solely responsible for satisfying all mitigation, monitoring, reporting and maintenance required for the on-site preserve area; including, development of any 404 permits required establishment monitoring phase. Funds collected by the public services CFD or other financing mechanism for the purpose of maintenance of preserve areas will be made available to developer for ongoing maintenance, monitoring and reporting until such times as City assumes the obligation for perpetual monitoring for the preserve areas.

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Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.4
Title	Maintenance by City during the perpetual monitoring phase
Obligation	A PAR analysis shall be prepared and approved by the City to determine the amount of funding required to manage preserve areas during the perpetual monitoring phase. Public services CFD will provide annual funding.
Department	Finance and Engineering / Environmental Coordinator
Status	Currently not in development.
Section	2.7.5
Title	Facilities included in 404 permit(s)
Obligation	Developer to ensure that the approval of the 404 permit includes development of the access ways, bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, road), culverts, and ancillary improvements described in the specific plan and DA.
Department	Planning, Alternative Transportation, Engineering / Environmental Coordinator
Status	Ongoing Obligation (Alt Trans, Engineering)
Section	2.7.6
Title	Preserve Area operation and management plans
Obligation	Establish monitoring period as determined by the Army Corps, City will assume preserve management responsibilities for the perpetual monitoring phase consistent with the approved open space preserve overarching plan. Upon first large lot final map, developer pays \$20,000 onetime fee, in exchange for monitoring and reporting. Payment due upon preserve area dedication/initiation of the perpetual monitoring phase.
Department	Engineering / Environmental Coordinator
Status	Currently not in development.
Section	2.8
Title	Obligation to develop Amendment #1 – Ord #6151
Obligation	Developer shall not be obligated to develop all or any portion of the property. Until developer seeks to develop the property, no obligation to install or pay for the costs to install any improvements or facility or to perform any obligation within this agreement. By entering into this Agreement, Developer shall not be obligated to develop all or any portion of the property, except for: 1. Support and to pay costs incurred by the City in conjunction with the annexation of the property. 2. Dedicate temporary and permanent rights of way and public utility easements. 3. Indemnification obligations under article 6. 4. Obligation to pay costs incurred by the City in conjunction with processing sub-phases under section 3.3. 5. Any other obligation imposed on developer prior to development set forth in this agreement. Deemed actions of development of the property include any discretionary or non-discretionary permit, entitlement with the exception of the large lot tentative map.
Department	Planning and Engineering Division
Status	Currently not in development.
Section	2.9
Title	Real property interest acquisition – eminent domain
Obligation	As easement in favor of the Wagner parcel provides a route which the Wagner parcel is entitle to construct and gain access to Phillip Road. Development of the CSP will result in an alternative point of access for the Wagner Parcel to the public road system and

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	the extension of Blue Oaks Bl. Construction of this alternative point of access is necessary for the construction of certain public improvements as required pursuant to this agreement. If developer is unable to acquire easement, City shall negotiate for the acquisition and extinguishment of the easement, using City's approved appraisal of fair market value, and if necessary use its power of eminent domain. Developer to pay all costs associated with acquisition and condemnation proceedings. Developer shall be required for any proposed settlement by City greater than 5% over the approved appraisal of fair market value.
Department	Engineering and Planning Divisions
Status	Currently not in development.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Required payments of development, connection or mitigation fees by developer shall be made at the time and amount specified by City ordinances.
Department	All development departments
Status	Pay at time of applied applications or issuance.
Section	3.2
Title	Public improvements to be dedicated, constructed or financed by developer Amendment #1 – Ord. #6151
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, 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 and fulfill the terms of any state and federal permits needed for anticipated development (e.g., CoE 404 Permit(s), CDFG 1600 Streambed Alteration Agreements, RWQCB General Construction Permit as needed) and complete said development if said development is a Developer responsibility under this Agreement. At the time of City acceptance of any land dedications, the land shall be free and clear of environmental or other constraints or encumbrances (the "Encumbrances") inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. In the event, however, that the land dedication by Developer is triggered by the proposed construction by a third party of a public improvement identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by the City. In the event, however, that the land dedication by Developer is triggered by the proposed construction by a third party of a public improvement (including the electric substation site (parcel C-81 identified in Section 3.11.3) identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by the City. Developer agrees to cooperate with such third parties to use its best commercially reasonable efforts under the circumstances to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Developer shall be at the sole cost to the third party requesting removal of the Encumbrances prior to dedication. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.24. With respect to the wetland obligation

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	referenced in Section 2.7.1 above, the third party shall assume the obligation to remove such wetland environmental constraint on the Property to be dedicated to the City triggered by the third party's construction of the public improvement(s).
Department	Planning and Engineering Division
Status	Ongoing
Section	3.3
Title	Project phasing Amendment #1 – Ord. #6151
Obligation	It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through C substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. Except with Phase B as the initial phase, City and Developer intend for the CSP to be mass graded in the initial phase, with substantial volumes of earthen material moved from north of to south of Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22). In the event that the conceptual phases as shown in Exhibit "G" are proposed, or are modified or altered, or that smaller "sub-phases" are proposed within the identified Phases A thru C, the following criteria will be used to establish the conditions and requirements for that portion of work: It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through F substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. City and Developer intend for the CSP to be mass graded in the multiple phases, with substantial volumes of earthen material moved from north of to south of Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22). In the event that the conceptual phases as shown in Exhibit "G" are proposed, or are modified or altered, or that smaller "sub-phases" are proposed within the identified Phases A thru F, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City,

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	subject to the criteria set forth in this Section 3.3. - Developer will provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase. - Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: - Sanitary Sewer - One point of connection to sewer outfall is required, which may include a sanitary sewer lift station or interim lift station. Recycled Water - One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 985th building permit within the CSP or such later time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time, the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled water system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Three temporary potable water charging station connections to the recycled water system shall be allowed among the three (3) phases A-C, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. - Recycled Water- One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 923rd building permit within the CSP or such later time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time, the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled water system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Three
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	temporary potable water charging station connections to the recycled water system shall be allowed among phases A-F. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway- Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. • Grading - A substantial earthwork effort is required for the CSP and to provide adequate freeboard protection from the 100-year flood elevations of both Pleasant Grove and University Creeks. Bulk earth movement and mass grading of the site is required to establish final grades. Sub-phasing plans will be required to demonstrate, through a detailed mass grading plan, that all sites (whether cut or fill) will be able to be constructed over time with an effort to minimize use of retaining walls. Haul roads, stock pile sites and adequate drainage facilities shall be identified on the grading plans. • Storm Water Detention-Any sub-phase shall demonstrate that adequate storm water detention is provided. Additional studies will determine when the in-stream detention facility identified in the master drainage plan will be required. • Pleasant Grove Creek Bypass Channel - Prior to development of any sub-phase within either Phases A or C, as shown on Exhibit "G", the bypass channel shall be constructed. • Stormwater Management - Any sub-phase shall demonstrate that adequate storm water management is provided. • Electric - Any sub-phase shall be consistent with Section 3.11.3 of this Agreement. Developer acknowledges that modifications to the Phasing Plan as shown in Exhibit "G" shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	All development departments
Status	Phasing has been reviewed for Tentative Subdivision Maps and is ongoing
Section	3.3.1
Title	Recordation of Large Lot Maps

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	Amendment #1 – Ord. #6151
Obligation	One large lot tentative map shall be prepared for the entire plan area, which identifies the three phases. One large lot tentative map (LLM) shall be prepared for the entire Plan area, which will identify the phases as shown on Exhibit G. All future right of ways for arterial and collector roadways including landscaped corridors adjacent to low and medium density residential properties, open spaces, and future public lands for the electrical sub-station, well site, sewer lift station, solid waste recycling site and parks shall be identified. These lands shall be dedicated to the city of each large lot final map as an IOD. 1st recordation of the large lot final map, developer shall dedicate to City separate IOD's for future right of ways to include all landscape corridors adjacent to low density residential and medium density residential parcels, an access and construction easement the width of the ultimate road right of way plus 25' or to the back of the landscape corridor along the full length of Westbrook bl. and Blue Oaks bl. IOD's shall remain in force until such time as all Developer obligation or public improvements and preserve area establishment phase monitoring is complete.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within right of way
Obligation	All public utilities shall be located within the right of ways to be granted by developer to City for the arterials, collectors and other local streets within the property.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Developer responsible for road improvements set forth in this agreement, the phasing plan provided in 3.3
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.1
Title	Developer's Obligations
Obligation	Developers obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, striping, all necessary drainage improvement and pavement section.
Department	Engineering and Public Works Division
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways Amendment #1 – Ord. #6151
Obligation	Developer shall grant easements and dedicate all IOD's for all arterial roadways. The improvements required for each arterial are described in the phasing plans. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the plan area that are in excess of required frontage improvements by withholding 60% of TMF or City TMF fund revenues paid by Developer. Payments to Developer for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF set aside fund as improvements are constructed and invoiced pursuant to the funding, construction and acquisition

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	agreement and shall be in no particular order of priority with the exception of Blue Oaks bl CIP improvements. Within 30 days of city acceptance of improvement plans, City and Developer shall enter into a funding, construction and acquisition agreement to provide for periodic progress payments to Developer, based upon invoices for actual work constructed, for stages of the arterial roadways improvements that have been signed off by City inspectors. <u>Developer Specific Construction obligations:</u> <u>Blue Oaks BI</u> - planned 6 lane arterial. Developer shall construct the northerly half of Blue Oaks bl from the western boundary of the urban reserve parcel to the western boundary. City shall pay Developer out of the TMF set aside fund for the cost of the additional 2 inside lanes, if funds are insufficient, City will make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits for all dwelling unit equivalents up to the amount of the payments due to Developer. <i>Developer may exchange their responsibility to construct their portion of the median curbing and landscaping improvements for the construction of an equivalent portion of the CIP reimbursable pavement.</i> <u>Westbrook BI</u> – Developer obligated to construct both outside frontage improvements and additional necessary transition lanes to Pleasant Grove Creek crossing, as well as the CIP reimbursable adjacent inside lane on each side of Westbrook bl from Blue Oaks bl to the southern boundary of PCL C-51 and C-52. The improvements shall include the construction of three lanes of the Pleasant Grove Creek crossing and the necessary transitions from the 6 lane arterial to the three lane crossing. Landscaping shall be installed in those areas of the remaining median outside of the transition lanes which are not eligible for reimbursement. The funding, construction and acquisition shall identify the cost difference between Developer's obligation to landscaping and median curbing and the internal CIP travel lanes as the reimbursable credits. City shall pay Developer out of the TMF set aside fund for the cost of the additional 2 inside lanes, if funds are insufficient, City will make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits for all dwelling unit equivalents up to the amount of the payments due to Developer. <i>The CIP reimbursable adjacent inside lanes and median landscaping for Westbrook Boulevard from Blue Oaks Boulevard to the Pleasant Grove Creek crossing may be deferred, at the discretion of the City Engineer, until the first building permit is issued in Phase C, as shown in Exhibit G.</i> <u>Westbrook BL between PCL C-51 and C-52</u> – Developer shall be responsible for the cost of frontage improvements, including landscaping and post and cable fencing. Westbrook though open space shall be constructed by City or third party at such time that extension of Westbrook BI north of plan area is required to provide adequate circulation. Improvements by third party, city shall reimburse third parties with funds from the City's CIP. Developer agrees to reduce reimbursement owed by benefitted third party by the actual costs of the frontage improvements. In addition, Developer shall allocate the cost of its frontage improvements as a credit against the reimbursement obligation of third parties to Developer for Developer's construction and oversizing of improvements. If Developer's cost obligation exceeds the reimbursement obligation of third parties to
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	Developer, Developer shall be obligated to pay the difference to the City. That amount owed to the City by Developer shall be made part of the TMF to be collected for all remaining units.
Department	Engineering Division and Public Works
Status	Ongoing Obligation
Section	3.5.3
Title	Collector Streets
Obligation	Provide access to the property, Developer shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related. Collector roadways are Holt Parkway, Benchmark Drive and Creekview Plaza.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.3.1
Title	Bus Transfer Station Amendment #1 – Ord. #6151
Obligation	Design and location of the bus transfer station on the north side of PCL C-70 shall be determined with the DRP of MPP for that parcel. The design and location of the bus transfer station on the west side of parcel C-70 and east side of parcel C-24 shall be determined with the Design Review Permit or the Major Projects Permits for those parcels (or another Major Project Permit for the parcels). The bus transfer station shall include bus turnouts, shelters and bike lockers to accommodate the bus transfer requirements as determined by the City at time of approve of any project permit for PCL C-70. Developer shall maintain the bus transfer station with reimbursement from the Public Services CFD.
Department	Alternative Transportation
Status	Ongoing Obligation - no permits submitted yet for parcel C-70 and C-24
Section	3.5.4.1
Title	Timing of Dedication and Construction of Road Improvements
Obligation	Right of ways for the arterial and collector roadways shall be dedicated as IOD's to the City with the recordation of the large lot map for each phase. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Public Works and Engineering
Status	Ongoing Obligation
Section	3.5.4.2
Title	Timing of Dedication and Construction of Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map, 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 to serve the portion of the property which is the subject of the small lot residential subdivision map. Developer shall not be required to post security for the portion of the work associated with road CIP improvements.
Department	Public Works and Engineering
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Developer and the

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	Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works and Engineering
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	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, auxiliary lanes, turn flares, decal lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to multi-family residential and nonresidential uses as set forth in the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Developer shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&Rs containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer responsible for the costs of construction traffic signals and described in the phasing plan through the payment of the traffic mitigation fees. Construction of the traffic signals, as may be required by the City at time of roadway construction, City shall make progress payments to Developer for the cost of construction of traffic signals from the City's TMF set-aside fund as defined in section 3.5.2. At minimum, at time of the roadways intersection construction, developer shall install underground conduit, loops, and poles for the signals. City shall install mast arms, signals and signal controllers. If TMF set aside fund revenues are not available to fully pay developer for any improvements, city shall provide 60% credits to Developer against the TMF applied to building permits, however, once sufficient City revenues are available to fully pay developer, City shall pay Developer less the amount of any credits previously extended against the TMF applied to DUE's. Temporary signals installed with phase improvements on Blue Oaks Bl or Westbrook Bl in locations other than ultimate locations shall be the responsibility of developer and will not be eligible for credits toward City's TMF. In the case of temporary traffic signals, operational for a minimum of 10 years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to developer from

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	the TMF set aside fund.
Department	Public Works department, Engineering and Building Division
Status	Ongoing Obligation
Section	3.5.8
Title	Paseo Facilities
Obligation	Typical Developer obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path on each side of the collector roadway. Within the Project; Developer shall construct paseos consistent with the Specific Plan and Design Guidelines. At the time of adjacent development, Developer shall construct the adjacent landscape/paseo corridor and 10-foot wide Class IA sidewalk. Depending on the phased development requirements, and to maintain the integrity' of the pedestrian connectivity within the Plan Area, temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Developer.
Department	Parks Department
Status	Currently not in development
Section	3.5.9
Title	Update of City Fee Amendment #1 – Ord. #6151
Obligation	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 ("TMF") 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 Area. To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted. Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee ("TMF"). To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.10
Title	Highway 65 Joint Powers Authority
Obligation	Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee. Developer shall pay the fee applicable to the West Roseville Specific Plan area (Interim HWY 65 JPA Fee) in the amounts and at the times specified by the Hwy 65 JPA fee program. If the Developer pays the interim Hwy 65 JPA fee and the interim HWY 65 JPA fee exceeds the Hwy 65 JPA fee as amended, then the excess amount collected shall be applied as a credit towards HWY 65 JPA fees on a per DUE basis for the remaining

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	DUE's within the specific plan. If the interim HWY 65 JPA is less than the amended HWY 65 JPA fee, the total amount of the shortfall shall be added as a surcharge to such future HWY 65 JPA fee on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.5.11
Title	South Placer Regional Traffic Fee
Obligation	Property shall be subject to and pay the South Placer Regional Traffic (SPRTA) fee as established by the Placer County Transportation and Planning Agency (PCTPA) and adopted by the City. Developer agrees that until such time the SPRTA fee is amended to include the property, the fee applicable to the WRSP 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 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. If the interim SPRTA fee is less than the amended SPRTA fee, the total amount of the shortfall shall be added as a surcharges to SPRTA fees on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.5.12
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Developer acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 cities average and SF average.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the vicinity of the CSP, including Baseline Road and Walerga Road. Developer agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee
Obligation	If and when the City and Placer County develop fee programs to mitigate regional traffic concerns, Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building perm.it has been issued, shall participate, to the extent of its fair share, in a city-wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Watt Avenue between the Regional University

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	Specific Plan and future Placer Parkway and Road B west of the Sierra Vista Specific Plan boundary to Baseline Road. Developer waives the right to protest the adoption of the fee. Nothing stated in this Subsection 3.5.15, however, shall prohibit Developer from commenting on or proposing alternatives to the methodology or appropriate spread of such a regional roadway fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Placer County Traffic Mitigation Fee
Obligation	Developer agrees to pay to City a fee of \$130 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Building and Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	Fee Credits/Reimbursed for Construction CIP Improvements
Obligation	Developer shall be entitled to credits against the 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, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Public Works and Engineering
Status	Ongoing Obligation
Section	3.5.18
Title	Transportation Systems Management
Obligation	Developer to comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.19
Title	Alternative Transportation Marketing
Obligation	Developer to provide education and marketing materials for alternative modes of transportation to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Access to Adjacent Properties
Obligation	Developer to maintain accesses to adjacent Wagner property and Harris Property or another acceptable configuration that provides similar access. This includes routing over and across newly constructed roadways as part of the CSP. Physical all weather accesses shall be maintained during continuously during construction.
Department	Engineering
Status	Ongoing Obligation
Section	3.6
Title	Sewer Facilities
Obligation	Developer shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibit "N" or alternate design shown in Exhibit "O".

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	In the event that the WRSP has not constructed sewer facilities necessary to serve the CSP, Developer shall construct the necessary off-site sewer facilities (namely off-site sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the WRSP and the Pleasant Grove Wastewater Treatment Plant) and obtain reimbursement from the WRSP in accordance with Section 3.25. Developer shall 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 "N" or alternate design shown in Exhibit "O", Developer shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities and Engineering Division
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the project to Pleasant Grove Wastewater Treatment Plant. Facilities shall be installed concurrent with the construction of corresponding road improvements.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed to City's then current improvement standards. Subject to City's plan review, construction inspection and final approval. Developer shall pay current plan check, mapping and inspection costs.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located and accessible by City sewer maintenance vehicles. All manholes made watertight during construction. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	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.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.5
Title	Wastewater Facilities for Reimbursement

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Obligation	Subject to the provisions of Section 3.25 and 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve 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 (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on proportionate share of total flow as determined by the City (hereinafter "Flow in Pipe(s)") attributed to the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibits "P" and "Q" and listed in Exhibit "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Developer has no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities (other than transmission lines in Blue Oaks Blvd and West Park Dr.) Except through the payment of water connection fees. Fees Collected at time of development
Department	Environmental Utilities and Building
Status	Ongoing Obligation
Section	3.7.2
Title	Groundwater Well Amendment #1 – Ord. #6151
Obligation	Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit "R". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well, Developer will provide City and its contractor's access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Developer shall, at its own cost, work with the City to relocate the well site within CSP until objectives are satisfied. Developer to contact City Environmental Utilities Dept. prior to construction of the production well to obtain approval of the well design and drilling method. The well shall be drilled prior to occupancy of any residential units within 500 feet of the well site. Developer shall include noise curtain for the well at the time of well construction and homes are occupied within 1000 feet of well. If applicable, Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit "R". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer shall be responsible for drilling and completing the

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	production well (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring well, Developer will provide City and its contractor's access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Developer shall, at its own cost, work with the City to relocate the well site within the CSP until these objectives are satisfied. The Developer shall contact the City Environmental Utilities Department prior to construction of the production well to obtain approval of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to occupancy of any residential units within 500 feet of the well site. Developer shall include noise curtains for the well if, at the time of well construction, homes are occupied within 1000 feet of the well. Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, the Developer shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.3
Title	Water Conservation Measures
Obligation	Developer and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the CSP and measures to ensure water conservation objectives are achieved in perpetuity subject to approval of the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal Amendment #1 – Ord. #6151 Water Conservation Goal
Obligation	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

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	service all phases of the CSP: Upon construction of dwelling units in the Plan Area that cumulatively utilize 25% of the projected total potable water usage of the CSP, and then every three years thereafter during the term of this agreement, at the time of annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 reasonable measures needed to assure the water supply will meet the Project's demands. In the event that the City adopts a city-wide requirement for reduced water use by more than 18.4% of current potable water usage and the built portion of the CSP has met its 18.4% objective, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such city-wide requirement. Development and implementation of such measures shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted city-wide water conservation goals through other measures, the CSP shall not be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein. The City has determined 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 based upon the various technical studies completed in connection with the 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 and by reference to the Creekview Specific Plan Water Conservation Plan as shown in Exhibit "S", which includes a reduction in water use by 18.3% over business-as-usual factors. The sources for 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 and 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.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.1
Title	Water Study
Obligation	Developer prepared a water study for its on-site water facilities and prepared a general design of the water system that identifies the size and location of water lines. Timing of facility construction is set in the infrastructure schedule.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.2
Title	Water Facilities
Obligation	Developer shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines (namely water lines within Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, and it can be demonstrated through the

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	City hydraulic model that the water lines within the WRSP are needed to supply water to the CSP consistent with City standards, Developer shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental Utilities Director, subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs incurred by City for review, mapping and inspection of such improvements. Developer will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of city water connection fees and special benefit fees.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.3
Title	Water Facilities for Reimbursement
Obligation	Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve 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 Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3, Section 3.25, Section 3.26 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the phasing plan, concurrently with the construction of the road improvements. Extensions into the neighborhoods will be completed with their respective development. Water line extensions shall be sequenced to assure looped systems in all developing areas.
Department	Environmental Utilities
Status	Currently not in development
Section	3.8.5
Title	Public Utility Easements
Obligation	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.
Department	Environmental Utilities and Engineering Division
Status	Ongoing Obligation
Section	3.8.6
Title	Water Softeners
Obligation	Developer and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities

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Status	Currently not in development
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Developer shall disclose to all residential and nonresidential 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 the groundwater well. 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.
Department	Environmental Utilities and Attorney's Office
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.9
Title	Recycled Water Facilities Amendment #1 – Ord. #6151
Obligation	Developer shall construct recycled water system facilities. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Developer shall construct and dedicate upon completion thereof, a recycled water distribution system. In the event that the WRSP has not constructed recycled water facilities (namely recycled water lines in Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, Developer shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant - recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (three total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. Upon completion of construction of said recycled water tanks and pump station expansion, should Developer desire to continue utilizing interim potable water supply as set forth in Section 3.3, the responsibility to dismantle and eliminate each potable water charging station shall be transferred from City to Developer. The dismantling and elimination of each potable water charging station shall occur at the time interim use of potable water supply is terminated and the use of recycled water begins pursuant to Section 3.3. City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 985th building permit as outlined in Section 3.3 herein.

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	City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 923rd building permit as outlined in Section 3.3 herein. As an alternative to payment from the CFD, the City may adopt a revised water connection fee which encompasses the estimated \$1.64 million in costs for the Recycled Water Facilities described in this paragraph. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental Utilities Director, 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.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	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.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Developer shall be entitled to reimbursement from third parties within the Urban Reserve and outside the CSP 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 (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibit "X" and listed in Exhibits "Y" and "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Developer shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the CSP. Prior to submittal to

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	the State Water Quality Control Board, Developer shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities
Status	Currently not in development
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	Developer shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi-family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Currently not a development obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the CSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10
Title	Drainage Facilities
Obligation	Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the CSP Drainage and Storm Water Master Plan, the then approved City Improvement Standards, City Storm Water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit(s) issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan ("LID") and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway and grading improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. All drain outfalls shall be extended beyond the future bike trails and provide access for future maintenance. Temporary drainage facilities may be required for grading operations and shall conform to all applicable requirements. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area tributary to any sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Developer shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City

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	at the time of development pursuant to city ordinances and/or as referenced in Section 3.10.5 of this Agreement.
Department	Environmental Utilities and Engineering Division
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	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.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan for each tributary shed and Phasing Plan and in accordance 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Developer shall be responsible for the installation of above-ground drainage ditches to control and direct runoff to receiving waters as appropriate. Developer shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time as the City develops the property.
Department	Environmental Utilities and Engineering Division
Status	Ongoing Obligation
Section	3.10.3
Title	Grant of Floodplains
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Developer shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be

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	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 or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Developer, the Developer shall secure all necessary rights of entry and third party easements. Developer shall not withhold the grant for right-of-entry to construct any off site drainage improvements and/or the dedication of easement to the City for permanent and temporary structures. All drainage outfall structures for storm drain flows leaving the Plan Area shall be built as either temporary or permanent structures wholly on properties in the Plan Area. The City will offer no power of eminent domain for such drainage outfall structures.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.5
Title	Pleasant Grove Creek Bypass Channel Improvements Amendment #1 – Ord. #6151
Obligation	Developer shall construct Pleasant Grove Creek bypass channel improvements. Prior to development of Phases A or C as shown on the Phasing Plan the bypass channel shall be constructed. Bypass channel improvements constructed on the City's Al Johnson Wildlife Area ("AJWA") property shall be consistent with the City's plans for a regional storm water detention facility. Developer shall construct the bypass channel improvements located within the CSP at its expense. City shall, at the time of its construction, to the extent funds are available in the Pleasant Grove Creek Drainage Fee Fund, fund the cost to construct bypass channel improvements. If sufficient funds are not available, Developer shall be entitled to credits against the City's Pleasant Grove Creek Drainage fees for the cost of constructing bypass channel improvements located within the AJWA property. Bypass channel improvements include grading and placement of soil, construction of berms, channel, low flow channel, weirs, inlet structure and outlet structure. Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be used within the AJWA. Earthen material in excess of that required for the construction of berms on the south side of the bypass channel shall be placed as engineered fill on the AJWA property. Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be placed as engineered fill on the Property as shown in Exhibit "BB". Prior to the construction of the bypass channel improvements, detailed engineering

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	drawings shall be submitted for review and approval by City. All aspects of the bypass channel as referred to in the Creekview Drainage and Stormwater Master Plan (December 13,2010) pertaining to velocities, erosion control, sediment transport, sediment deposition, contouring, storm water detention, restoration, and storm water management shall be addressed. Plans shall additionally include grading and placement of soil, construction of berms, low flow channel, weirs, inlet and outlet structures, maintenance protocols, and operational protocols associated with the future operations of the regional detention facility located on the AJWA property. The bypass channel design shall include a grading plan for the placement of excess earthen material on the southwest portion of the AJWA property and shall provide positive drainage to Pleasant Grove Creek. Regulatory permitting and/or review shall be the responsibility of the Developer and coordinated with City efforts. Until such time as the obligations of the 404 Permit(s) and monitoring periods are complete, the Developer shall be responsible for operations and funding for maintenance of bypass channel improvements and to provide and conduct any remedial improvements that may be required.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.11.1
Title	On-site Electric Facilities
Obligation	"On-site" means within the Plan Area. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, 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. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.
Department	Electric Department
Status	Ongoing
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Developer agrees to construct, or finance the construction of, off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in- tract) including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.
Department	Electric Department
Status	Ongoing
Section	3.11.3
Title	Electric Substation

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	Amendment #1 – Ord. #6151
Obligation	Prior to the issuance of the 500th residential building permit or any combination of building permits within the CSP, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation. The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense, the substation shall be dedicated in fee, free and clear of all wetlands. Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality I design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall be the width of twelve feet (12') plus two foot (2') aggregate base should be on each side of the road and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. Developer shall complete the finished grading of the bike trail and power line corridor from the property boundary on the east to the future location of Westbrook Bridge crossing over Pleasant Grove Creek. This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The trail and power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below. Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 500th residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 500th permit, Developer will only be allowed up to 995 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 995 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP. City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to

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	construct the electric substation and that City has sufficient funds to construct the electric substation. The Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the CSP as set forth below, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation, as shown on Exhibit "CC". The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense, the substation shall be dedicated in fee, free and clear of all wetlands. Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality/ design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall be the width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road and shall have a structural section consisting of lime treated sub grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. In addition to the temporary access road, Developer shall complete the finished grading of the power line corridor as shown on Exhibit "CC". This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below. Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 924th residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 924th permit, Developer will only be allowed up to 923 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 923 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP. City shall construct the electric substation and all other tenant improvements on
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	parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.
Department	Electric Department
Status	Ongoing
Section	3.11.4
Title	60kV Disclosure
Obligation	Developer shall include a notice in the project CC&Rs and its sales documentation advising property owners adjacent to the 60 kV easement areas or adjacent to the final location of the 60kV easement that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Developer agrees to construct, or finance construction of, streetlights within the Property. No street shall be accepted by the City, unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations

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	2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder/homeowner and/or Developer. Roseville Electric shall install the device in a manner that does not delay Developer's construction or sale of the residence. Customers will be automatically enrolled in the load control program and will remain in the program or must actively opt out. Developer shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Developer will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Utility Director designee. Disclosures to subsequent purchasers regarding direct load control devices are required consistent with Section 3.23(15) of this Agreement. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee.
Department	Electric Department
Status	Ongoing
Section	3.12
Title	Parks, Open Space, and Bike Trails Amendment #1 – Ord. #6151
Obligation	Developer shall dedicate to City a total of 15.7 acres of active park land and 136.2 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements. Developer shall dedicate to City a total of 16.3 acres of active park land and 136.9 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage 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". Developer shall not construct any private single access gates or private access from any single parcel of residential property onto public spaces, such as parks, preserves, and paseos. Additionally, Developer shall place the foregoing restriction as applicable to property owners in the CC&Rs for any single family residential subdivision.
Department	Parks Department
Status	Currently not in development
Section	3.12.1

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Title	Park and Open Space Dedications Amendment #1 – Ord #6151
Obligation	Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.2 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below: 1. A 7.3 acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60; 2. A 4.7 acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61 3. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62; 4. A 2.2 acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63; 5. A 36.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modifications (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 6. A 35.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 7. A 15.0 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 8. A 24.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space; and open space linkages, shown as parcel C-53; and 9. A 24.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages shown as parcel C-54. Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands 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. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Developer shall, prior to acceptance by City, restore the site to an acceptable rough graded condition. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks & Recreation Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work

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	with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes. Developer shall dedicate to City a total of 16.3 acres of active neighborhood parkland and 136.9 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit "DD": 1 A 7.4-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60; 2 A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61; 3 A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62; 4 A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63; 5 A 36.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modifications (i.e., fire breaks) preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 6 A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 7 A 15.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 8 A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and 9 A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages shown as parcel C-54. Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands 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. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Developer shall, prior to acceptance by City, restore the site to an
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	acceptable rough graded condition and as approved as a part of the Project's rough grading plan. The final pad elevations shall be certified by a licensed civil engineer with deviations no greater than 0.10 feet. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks, Recreation & Libraries Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes.
Department	Parks Department
Status	Currently not in development
Section	3.12.2
Title	Financing for Parks
Obligation	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 and bike trails financing plan.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the property shall be financed from payment by developer of park fees. City agrees that the total amount to be financed by Developer pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Currently not in development
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Developer shall support the formation of the Community Facilities District -Public Services District ("Services CFD") defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks, streetscapes and paseos.
Department	Parks Department
Status	Not formed yet
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the Parks Financing Plan for the Property, Developer shall pay a neighborhood park fee, upon the issuance of each residential building permit, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,623 per Low Density Residential unit, \$2,241 per Medium Density Residential Unit, and \$1,859 per High Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total

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	dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the CSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds five percent (5%). In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental Neighborhood and City-Wide Park and Bike Trail Fees to fund such shortfall from the rezoned parcel(s). At the end of each development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-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. Developer may request a refund of the pro-rata share of any remainder funds once the last neighborhood park in the CSP is complete. If there are any remainder fees, City shall, within ninety (90) days of filing a notice of completion of the last neighborhood park for the CSP, refund to Developer a pro-rata share of any remainder fees.
Department	Parks Department and Building Division
Status	Currently not in development
Section	3.12.4
Title	City-Wide Park and Bike Trail Fee Amendment #1 - Ord. #6151
Obligation	Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit. Developer shall pay the City-Wide park and Bike Trail Fee at time of building permit. The City-Wide Park and Bike Trail Fee shall fund the construction of city-wide park facilities within the WRSP of the City and Class I bike trail construction within the Property, The City-Wide Park and Bike Trail Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$3,200 per Low Density Residential Unit, Medium Density Residential unit, and High Density Residential unit subject to annual adjustment on July 1, based on the percentage change in the CCI. Of the \$3,200 City-Wide Park and Bike Trail Fee, \$900 per residential unit is assigned to bike trail construction. At the request of the City and provided that sufficient funds will be available, upon completion of construction, Developer shall construct, consistent with City standards, segments of bike trails and/or pedestrian bridge abutments as provided by Section 3.12.6. The City can designate the use of the funds collected to construct any segment of the bike trail (including bridges) within the Plan Area that it deems appropriate. Developer shall be entitled to reimbursement by City from the City-Wide Park and Bike Trail Fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks and Bike Trails Financing Plan, as more fully set forth in Section 4.2 below. In the event that all bike trail segments have been constructed and funds are available from the collection of City-Wide Park and Bike Trail Fees, remaining monies shall be applied to construction of bike trail Segment 4 and/or the easterly pedestrian/bicycle crossing as shown on Exhibit "FF" and "GO".
Department	Parks Department, Alternative Transportation and Building Division
Status	Ongoing Obligation (Alt Trans)
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements

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Obligation	When installing road improvements adjacent to neighborhood park sites, Developer shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Developer shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Developer installs infrastructure frontage improvements for the neighborhood parks, Developer may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Developer. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Developer shall be entitled to a reimbursement for the sidewalk cost provided City has sufficient funds to reimburse Developer for such sidewalk improvements at the time that Developer would construct such improvements. If City does not have sufficient funds to reimburse Developer within sixty-(60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Developer from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Developer shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park Fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department
Status	Currently not in development
Section	3.12.4
Title	Citywide Park and Bike Trail Fee
Obligation	Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit. The City-Wide Park and Bike Trail Fee shall fund the construction of city-wide park facilities within the WRSP of the City and Class I bike trail construction within the Property. The City-Wide Park and Bike Trail Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5below, shall be \$3,200 per Low Density Residential Unit, Medium Density Residential unit, and High Density Residential unit subject to annual adjustment on July 1, based on the percentage change in the CCI. Of the \$3,200 City-Wide Park and Bike Trail Fee, \$900 per residential unit is assigned to bike trail construction. At the request of the City and provided that sufficient funds will be available, upon completion of construction, Developer shall construct, consistent with City standards, segments of bike trails and/or pedestrian bridge abutments as provided by Section 3.12.6. The City can designate the use of the funds collected to construct any segment of the bike trail (including bridges) within the Plan Area that it deems appropriate. Developer shall be entitled to reimbursement by City from the City-Wide Park and Bike Trail Fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks and Bike Trails Financing Plan.

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	In the event that all bike trail segments have been constructed and funds are available from the collection of City-Wide Park and Bike Trail Fees, remaining monies shall be applied to construction of bike trail Segment 4 and/or easterly pedestrian/bicycle crossing.
Department	Parks Department, Alternative Transportation and Building Division
Status	Currently not in development
Section	3.12.5
Title	Citywide Park In-Lieu Fee
Obligation	The City-Wide Park and Bike Trail Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu Fee component to satisfy Developers' pro- rate share of the Plan Area's City-Wide parkland dedication requirement of 15.3 acres.
Department	Parks Department
Status	Currently not in development
Section	3.12.6
Title	Class 1 Bike Trail Construction
Obligation	Construct bike trails only if City has sufficient funds to reimburse Developer upon completion of construction, Developer shall design, secure necessary permits and construct certain Class 1bike trail improvements, including the two pedestrian/bicycle crossings within the Property. Should sufficient funds not be available to reimburse Developer, City shall be responsible for designing, permitting and constructing bike trails and pedestrian/bicycle crossings. Bike trails shall be constructed to City standards as and when Developer develops certain parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Developer shall be responsible for constructing abutments for the westerly pedestrian/bicycle crossing including permitting and resource mitigation. The construction of the abutment will be reimbursable from the City Wide Park and Bike Trail Fee and shall be reimbursed to the constructing party over time, as funds are made available. City shall fund and construct segment 4 of the bike trail improvements and the easterly pedestrian/bicycle crossing abutments and associated bike trail. City shall seek funding for segment 4 of bike trail improvements separate from the City-Wide Park and Bike Trail Fee. Developer is obligated for preliminary design, necessary permits, resource mitigation, and rough grading of bike trails within the open space at the time that mass grading adjacent to the open space occurs, including Segment 4. No reimbursement for this effort will be provided. The rough grading of the bike trails in the open space shall ensure that sufficient width and adequate grades are constructed to accommodate the future construction of the bike trails at a later date. Upon completion of the bike trail improvements, Developer shall receive reimbursement from City as provided in Section 3.12.4 and this Section 3.12.6. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with Developer memorializing such obligations and indemnifying Developer for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement that includes the bike trail on and across Developer's Property. Upon

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	completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans); Currently not in development (Parks)
Section	3.12.7
Title	Entire Park Land Obligation
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 and city-wide parks and open space related to development of the Property.
Department	Parks Department
Status	Currently not in development
Section	3.12.8
Title	Open Space Preserve Areas Amendment #1 – Ord. #6151
Obligation	Developer shall obtain from the Army Corps 404 Permit(s) to fill wetland resources in conjunction with development of the Property and the Plan 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 and consist of the following five parcels: 1. A 36.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 2. A 35.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 3. A 15.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., firebreaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 4. A 24.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-53; and 5. A 24.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-54. 1. "1. A 36.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 3. A 15.1-acre, more or less, portion of the Property for the purposes of drainage,

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	flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52; 4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and 5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54."
Department	Parks Department
Status	Currently not in development
Section	3.12.8.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Developer of all conditions of the 404 Permit(s), and completion of any corresponding monitoring and reporting that may be required by the 404 Permit(s) during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	Currently not in development
Section	3.12.8.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Developer shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of the work shall be the responsibility of the Developer as part of roadway infrastructure improvements required prior to open space dedication.
Department	Parks Department
Status	Currently not in development
Section	3.14.1
Title	Fire Tax Equivalent Fee
Obligation	The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Developer or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Developer hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Currently not in development
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	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 and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Currently not in development

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Section	3.14.2.1
Title	City Public Facilities Fee Amendment #1 – Ord #6151
Obligation	Pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52). Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee at time of building permit. The City Public Facilities Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the City Public Facilities Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below. Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) at time of building permit.
Department	Building Division
Status	Currently not in development
Section	3.14.3
Title	Public Benefit Fee Amendment #1 – Ord. #6151
Obligation	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 for each residential unit in 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. Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the Public Benefit Fee at time of building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below. 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 for each residential unit in 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. Developer shall pay the Public Benefit Fee at time of building permit.
Department	Building Division
Status	Currently not in development
Section	3.14.4
Title	Lines, Encumbrances, Covenants, Conditions and Restrictions
Obligation	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, CC&Rs, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities

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Obligation	Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: electric substation (C-81), sewer lift station site (C-82), solid waste recycling site (C-83), well site (C-84), park sites (C- 60, C-61, C-62, C-63), bike trails where they will abut residential property, and school site (C-80), per City specifications and applicable sign permits.
Department	Planning Division
Status	Currently not in development
Section	3.14.6
Title	Library Facilities
Obligation	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.
Department	Library Department
Status	Currently not in development
Section	3.14.7
Title	Solid Waste Recycling Site (C-83)
Obligation	Developer is responsible to grade parcel C-83, and provide said site without environmental or other constraints. At Developer's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split-faced key stone style wall or comparable quality/design to be installed by the Developer. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities
Status	Currently not in development
Section	3.14.8
Title	Construction Waste
Obligation	Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction waste materials or require 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 to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Currently not in development
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Developer shall maintain such P/QP parcel to meet City's weed abatement standards.
Department	Parks Department
Status	Currently not in development
Section	3.14.11
Title	Fence Removal Amendment #1 – Ord. #6151
Obligation	Prior to the first building permit issued in the Project north of Pleasant Grove Creek, Developer shall remove existing cattle grazing fences on the Property, with the possible exception of the cattle and goat grazing fencing in the open space parcels (Parcels C- 50 to C-54), should a cattle grazing plan be approved by the City. Cattle and goat grazing fencing shall not interfere with bike trail amenities.
Department	Parks Department
Status	Currently not in development
Section	3.15

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Title	EIR Mitigation Measures
Obligation	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 EIR related to such development which are adopted by City and identified in the mitigation monitoring plan or the EIR as a responsibility of Developer, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing
Section	3.17.1
Title	Community Facilities District Formation – Project Infrastructure
Obligation	Developer and City may form a Community Facilities District (CFD) or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the CSP. If requested by Developer, City and Developer shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing within and associated with the Creekview Specific Plan, including those improvements which will mitigate impacts of the Creekview Specific Plan upon areas inside and outside of the Creekview Specific Plan, and will be owned, operated and maintained by the City or another public agency. The CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right-of-way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Developer shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the CSP. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	Currently not in development
Section	3.17.1.1
Title	Community Facilities District Formation – Project Infrastructure
Obligation	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.
Department	Finance Department
Status	Not formed yet.
Section	3.17.1.2
Title	Community Facilities District Formation – Project Infrastructure

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	Amendment #1 – Ord #6151
Obligation	If Developer desires to form a CFD, City and Developer agree that, with the consent of Landowner and Developer, and to the extent permitted by law, City and Developer shall use their best efforts to cause bonds to be issued in amounts sufficient to effectuate the purposes of this section. City and Developer further agree that, with the consent of Landowner and Developer, or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding HOA's), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Developer, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go funds). City shall consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Developer may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (f) Developer may utilize the Statewide Community Infrastructure Program ("SCIP") or the Bond Opportunities for Land Development ("BOLD") program for any eligible impact fees. (g) Developer may utilize a phased bond sale or sales. (h) Developer may utilize private placement of bonds. (i) Bond proceeds from bond sales commencing in the year 31 timeframe (i.e., from and after the expiration of 30 years from the date of the initial issuance and sale of bonds) shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City Wide Park and Bike Trail Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);

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	(3) City Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HOR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the CSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar for dollar the above referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for city-wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs city-wide park improvements in the WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. (i) Bond proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at time of building permits for low, medium and high density residential dwelling units. The SPRTA Tier II Traffic Fee deferral is subject to SPRTA review and approval and may be revised or discontinued by SPRTA if deemed appropriate as specified in the Tier II Development Fee Program and amendments. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.
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	(j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Project, City may, in its sole discretion, allow for the transfer of assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City's Chief Financial Officer, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto. Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the CSP desires to pay such fees as provided in this Section 3.17.1.2 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid by such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from proceeds of such bond sales commencing in the year 31timeframe, unless a CSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Not formed yet.
Section	3.17.1.3
Title	Community Facilities District Formation – Project Infrastructure
Obligation	Concurrent with any formation of a CFD, Developer and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Not formed yet.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	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. Credits or reimbursements owed to Developer shall not be affected or reduced solely because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Currently not in development

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Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to serve new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately serve portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to serve 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 Eligible 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.
Department	Public Works, Finance and Environmental Utilities
Status	Currently not in development
Section	3.19
Title	Community Facilities District – Public Services
Obligation	3.19.1-CFD Formation. 3.19.1.1-Consent, Waiver, and Special Benefit No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Facilities District - Public Services has been formed to include the Property ("Public Services 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.
Department	Finance and Building Division
Status	Currently not in development
Section	3.19.1.2
Title	CFD – Public Services – Zones of Benefits
Obligation	The Public Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Currently not in development

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Section	3.19.2
Title	CFD – Public Services
Obligation	3.19.2 Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage limited to culverts or outfall pipes from adjacent subdivisions or roads, signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within rights-of-way and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins, created wetlands, creek ways, beaver management and on and off-site Pleasant Grove Creek bypass channel improvements; 3.19.2.10 Maintain open space areas including general maintenance, signage and city-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, park amenities, masonry walls and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops, and bus signs.
Department	Finance Department
Status	Not formed yet
Section	3.19.3
Title	CFD – Public Parcel Exclusion
Obligation	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

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	excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.20
Title	Community Facilities District – Municipal Services
Obligation	3.20.1 - CFD Formation – Municipal Services 3.20.1.1 – Consent, Waiver and Special Benefit No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District –Municipal Services ("Municipal Services CFD") has been formed or annexed to the City's existing Municipal 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2010/11City fiscal year, and as subsequently adjusted annually) shall be \$356 for LDR units,\$208 for MDR units, \$104 for HDR units, \$833 per acre for commercial/business professional land uses, and \$969 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Building Division and Finance Department
Status	Currently not in development
Section	3.20.2
Title	CFD Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the CSP's impact on City general fund resources available to pay for municipal services citywide, including the CSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Currently not in development
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	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 Municipal Services CFD.
Department	Finance Department
Status	Currently not in development
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements for all Services CFDs to Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback, open space and preserve areas or city property (including streets and rights-of-way) to perform the maintenance obligations described herein. Access Improvements shall be provided as necessary and as a part of the street infrastructure provided by Developer to ensure vehicular access to open space parcels.
Department	Engineering and Parks Department
Status	Currently not in development
Section	3.22
Title	Grading Permit

Creekview Specific Plan Development Agreement Implementation Matrix

Obligation	Prior to the initiation of any construction activities, the Developer shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Developers' responsibility to meet all requirements of all agencies having jurisdiction regarding grading adjacent of or within Open Space. Developer intends to mass grade the Property to accommodate land uses. Grading operations will require movement of earthen material from the northern to southern portion of the Property to accommodate the phasing of the CSP and construction of the Pleasant Grove Creek bypass channel Improvements. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved upon commencement of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner; or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when transporting earthen materials. With regard to any and all P/QP parcel dedications to City and at Developer's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Developer.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	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 Blue Oaks Boulevard and Westbrook Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "S"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the

Creekview Specific Plan Development Agreement Implementation Matrix

	east side of Westbrook Boulevard, on the north side of Blue Oaks Boulevard and through the open space corridor (C-52, C-54, C-40, C-60, C-6, and C-81). 7. Requirement for fifty percent (50%) reduction in construction waste stream. 8. Location of elementary schools and parks within one mile. 9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 10. Location of P/QP sites: electric substation (C-81), sewer lift station (C-82), solid waste recycling center (C-83), groundwater well site (C-84). 11. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain the area between curb and sidewalks. 12. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 13. Aircraft overflights and associated noise. 14. Proximity to and operations of Roseville Energy Park, Pleasant Grove Wastewater Treatment Plant and the Western Regional Sanitary Landfill and the potential for occasional odors associated with operations of these facilities. 15. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 16. Solar envelope impact: Developer shall disclose to all residential and nonresidential buyers that certain properties, especially those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may produce a negative impact on the buyer's ability to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures; and further that this is primarily due to the trees within the street landscapes including medium to large shade trees, which may cast shade, or produce leaf litter or other natural effects on the adjacent or nearby property. 17. Proximity to agricultural land uses. 18. Livestock grazing may occur within the open space preserve areas. 19. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet. If 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.
Department	City Attorney and Landowner
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.24
Title	General Signage
Obligation	A. Utility Sites (see Section 3.14.5): Developer shall install signage at all future

Creekview Specific Plan Development Agreement Implementation Matrix

	utility sites (including, but not limited to, the well site, sewer lift station, solid waste recycling site, and electrical sub-stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/construction of any public facilities. B. Affordable Housing: Developer shall install signage at future affordable rental housing sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by developer.
Department	Environmental Utilities, Public Works, Electric, Planning and Housing
Status	Currently not in development
Section	3.25
Title	Reimbursements to/from WRSP for Oversized Improvements
Obligation	A. Developer acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have incurred costs and have constructed or will construct improvements oversized to benefit certain third parties, including Developer. Such oversized improvements may include sewer, water and recycled water and are those set forth in Exhibits "II" and "00" to the WRSP development agreements ("WRSP Reimbursable Costs"). Developer further acknowledges that City is obligated to use its best efforts in requiring reimbursements, pursuant to the WRSP development agreements, from benefiting third parties. Reimbursements due from CSP to the WRSP developer(s) are set forth in Exhibit "If" to this Agreement. CSP's share of costs based on Flow in Pipe(s), shall be reimbursable to WRSP developer(s) pursuant to this Section 3.25. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs," in Exhibit "JJ") allocated to Developer's large lot parcel at the time of CSP approval and set forth in Exhibit "JJ" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "JJ" as the numerator, and the total number of DUEs in the CSP, including the Urban Reserve parcel, as the denominator. Any reimbursement payment required pursuant to this Section 3.25 shall be due and payable to the WRSP developers, unless otherwise stated herein, upon the earlier of the formation of and issuance of bonds for a CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, or issuance of the first building permit for a high density residential ("HOR") or non-residential project, on that large lot parcel. Once Developer has made its reimbursement payment(s) in full pursuant to this Section 3.25, Developer shall have no further reimbursement obligation to the WRSP developer(s) for that large lot parcel. Reimbursements shall be paid directly to WRSP developers and not the City unless: (1) the reimbursement is owed to a CFD, in which case, the reimbursement would pass through the City to the applicable CFD; or (2) the improvements have not yet been constructed, or constructed but the City has not accepted, as outlined in subsection (3) below. Developer shall provide documentation to City that the reimbursements as specified in this Section 3.25 have been paid. Developer's obligation to reimburse the WRSP developer(s) pursuant to this Section 3.25 is conditioned upon the City obtaining sufficient documentation from WRSP developers supporting the costs subject to

Creekview Specific Plan Development Agreement Implementation Matrix

	reimbursement by Developer. In the case of improvements constructed, the WRSP developer(s) shall provide City with copies of invoices for the actual cost of constructing such improvements. If such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements shall then be used. Actual cost of construction includes those items as set forth in Section 4.2.3. B. In the case of costs incurred by WRSP developer(s) for planning and Environmental analysis, the WRSP developer(s) shall provide City with copies of invoices for such costs incurred and a breakdown of Developer's pro rata share and the basis upon which such share has been calculated. Developer's total reimbursement obligation shall be based on gross acreage. Reimbursements shall be paid on a pro rata fair share basis for each large lot parcel as outlined in Section 3.25A above. C. Should Developer construct the improvements noted below in lieu of the WRSP developer(s), Developer shall receive reimbursement from benefitting third party(ies), inclusive of the WRSP developer(s), in the same manner that reimbursement is provided to the WRSP developer(s). 1. on Exhibit "P"); 18-inch sewer trunk line in Westbrook Boulevard (Segment B3, UR9) (shown); 2. 24-inch recycled water pipeline in Blue Oaks Boulevard (Segment B3,UR4) (shown on Exhibit "X"); and 3. 24-inch recycled water pipeline in Westpark Drive (Segment B4, UR5) (shown on Exhibit "X). A minimum of one year prior to constructing any of the three improvements listed above, Developer shall give notice to City that it intends to construct the improvements. City shall notify property owners outside the Property (who, in City's reasonable determination, may be interested in developing their property with connections to the improvements) that they may be able to achieve efficiencies in the future development of their property as follows. Developer agrees to increase the capacity of ("upsized") the improvements to accommodate such additional property development, provided that not later than six (6) months prior to the intended date designated by Developer for construction of the improvements, both of the following have occurred: 1. Such other property owners (or City, at City's option) have paid to Developer, in full, the difference between Developer's actual (or estimated, to the extent that actual costs are not then available) costs for the upsized improvement and Developer's estimated costs for the above described improvement required pursuant to this Agreement. 2. Such other property owners (or City, at City's option) have entered into a written agreement with Developer for direct payment to Developer of an amount equal to percentage of capacity within the pipe attributable to the other party, less the amount advanced in payment of incremental hard and soft costs for upsizing. Any such agreement shall provide for payment in full as a condition of the other party's connection to the utility system that includes the above improvements, and shall be provided on a large lot basis as described in Section 3.25A. For purposes of the foregoing, hard and soft costs shall be as defined in Section 4.2.3. D. No final small lot residential subdivision map, any building permit for high density
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Creekview Specific Plan Development Agreement Implementation Matrix

	residential or non-residential uses, nor any certificates of occupancy regardless of use type, shall be withheld or delayed by City in the CSP due to any delay in submission of requests for reimbursement,. And documentation justifying such reimbursement, by the WRSP developers to City. E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement obligations to the WRSP developers. F. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Environmental Utilities and Finance Department
Status	Ongoing Obligation
Section	3.26
Title	Reimbursements to/from Third Parties for Advanced Construction
Obligation	In the event that Developer or third parties advance construction of roadways or other infrastructure (excluding oversized wet utilities) otherwise required of or by the other, Developer shall provide reimbursement to third parties or shall receive reimbursement from third parties for their share of the actual costs of that construction as set forth in Section 4.2.3. Reimbursement to/from third parties shall be paid in full at the time when construction of the improvement would have otherwise been required had the improvement not been advanced. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred to the date of reimbursement.
Department	Finance Department
Status	Currently not in development
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by 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 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 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 Landowner and 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

**Creekview Specific Plan
Development Agreement Implementation Matrix**

	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 19.84.080, or any successor thereof or amendment thereto, Developer shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Annually reviewed.

**North Industrial Specific Plan – Hewlett Packard Master Plan
Development Agreement Implementation Matrix**

Owner Name: Hewlett Packard Company
11445 Compaq Center West Drive
Houston, TX 77070

BBC Roseville, LLC
130 Diamond Creek Pl.
Roseville, CA 95678

Quality Investment Properties Roseville, LLC
12851 Foster Street
Overland Park, CA 66213

California Bank & Trust
1900 Main Street, Ste 200
Irvine, CA 92614

Current Agreement: Development Agreement by and between the City of Roseville and Hewlett Packard Company and BBC Roseville Oaks, LLC to the North Industrial Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Hewlett Packard Company	July 26, 1996	25 Years	3003
Hewlett Packard Company	Amendments: #1 – June 22, 2001		3665
Hewlett Packard Company and BBC Roseville Oaks, LLC (PCL 1 & 4) Parcel 1 – 140.70 acres owned by HP Parcel 4 – 189.88 acres owned by BBC	#2 – Sept. 18, 2015		5548
Hewlett Packard Company Parcel 1 – 140.70 acres *California Bank & Trust	#3 – Sept. 18, 2015		5533
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#4 – Sept. 18, 2015		5534
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#5 – Oct. 7, 2016		5734

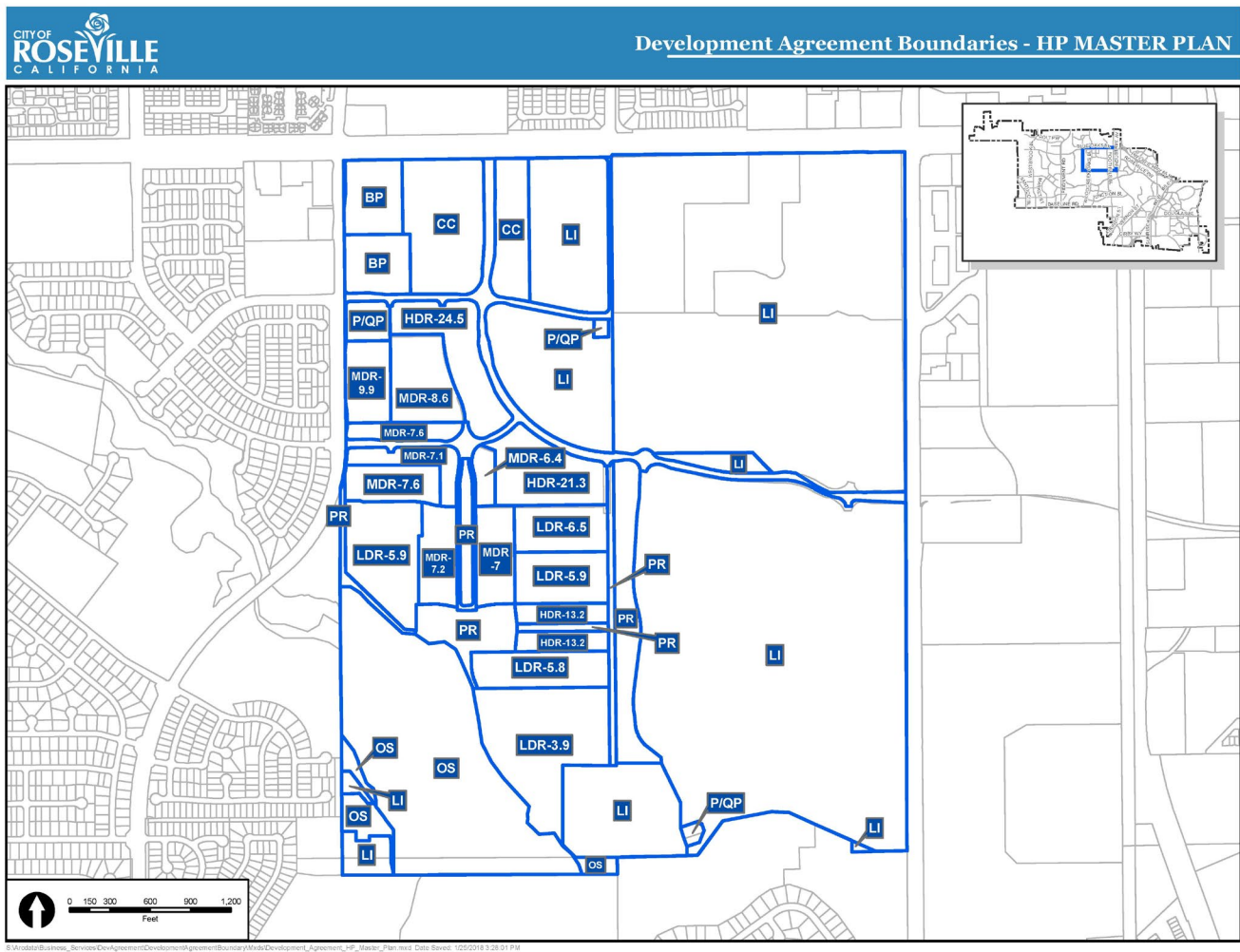
North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix

Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, Quality Investment Properties Land Company, LLC Parcel 3 – 59.2 acres	#6 – May 19, 2017	5829
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BBC Roseville Oaks, LLC Campus Oaks Property	#7 – March 11, 2019	6038
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Note:

Map below indicates property governed by Landowner per the initial Development Agreement



**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	1.3
Title	Term Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: The City and the amending landowners hereby agree to extend the term of the Development Agreement to and through December 31, 2045, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	1.4
Title	Subsequent Amendments, New Development Agreements and/or Master Plan Amendments Amendment #2 – Ord. #5548 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: This Agreement and/or the Master Plan may be replaced and/or amended from time to time as to Parcels 1 or 4, or any such Parcel or as to any portion thereof, by mutual consent of City and a Landowner, including any successor owner of any portion of Parcel 1 and/or 4 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcels 1 and 4, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcels that is subject to or affected by such amendment or new agreement subject to the provisions of this Agreement. Landowner may seek to amend this Agreement or adopt a new development agreement for the Parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such Parcel, or any portion thereof, independent of and without the consent of the other Landowners. Landowner, at its discretion, may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the Parcel owned thereby or to create its own separate plan for development of its Parcel, or any portion thereof, independent of and in place of the Master Plan. However, City hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by an amending Landowner with respect to the Parcel owned thereby shall: 1. Not negatively affect or reduce the development rights allocated to and vested for the other Parcel or the Remaining -Property, or any portion thereof, granted pursuant to the Development Agreement, as amended by this Second Amendment, unless otherwise agreed to in writing by the Landowner of the other Parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected Parcel or property; 2. Not impose any new obligations or conditions upon development of the other Parcel or the Remaining Property, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	Parcel that is the subject of such amendment; or portion thereof, which impacts shall be fully addressed and mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending Parcel, or the amending portion thereof; 3. Not affect or reduce the rights of the other Amending Landowner hereunder to obtain from the amending Landowner the right of way dedications and construction licenses to be provided hereunder or to obtain reimbursement from the amending Landowner for certain improvements installed by the other Amending Landowner that benefit and/or are used by the amending Parcel, as more particularly provided herein; and 4. Not affect or reduce the provisions of this Section 1.4 or any other terms or provisions of the Development Agreement amended by this Second Amendment that protect and preserve the vested rights allocated hereunder to the other Amending Landowner, without the written agreement of the other Amending Landowner affected thereby." Quality Investment Properties Amendment #6 This Agreement and /or the Master Plan may be replaced and/or amended from time to time as to Parcel 3, or any such parcel or as to any portion thereof, by mutual consent of CITY and a Landowner, including any successor owner of any portion of Parcel 3 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcel 3, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcel that is subject to or affected by such amendment or new agreement subject to provisions of this Agreement. LANDOWNER may seek to amend this Agreement or adopt a new development agreement for the parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such parcel, or any portion thereof, independent of and without the consent of the other Landowners subject to the Development Agreement. LANDOWNER, at its discretion may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the parcel owned thereby or to create its own separate plan for development of its parcel, or any portion thereof, independent of and in place of the Master Plan. However, CITY hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by a Landowner with respect to the parcel owned thereby shall: 1. Not negatively affect or reduce the development rights allocated to and vested in the Development Agreement for any other Parcel, or any portion thereof, granted pursuant to the Development Agreement, as amended by the Second through Fifth Amendments and this Sixth Amendment, unless otherwise agreed to in writing by the Landowner of the other parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected parcel or property; and 2. Not impose any new obligations or conditions upon development of any other Parcel subject to the Development Agreement, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and/or mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending parcel, or the amending portion thereof.
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North Industrial Specific Plan – Hewlett Packard Master Plan DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

Department	City Attorney																				
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.																				
Section	2.4.2																				
Title	Option to Participate in CFD Amendment #2 – Ord. #5548 Amendment #4 – Ord. #5534																				
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Nothing in the foregoing shall restrict a Landowner, each in its sole discretion and without affecting or requiring participation by any other Landowner, from electing to include its Parcel within any community facilities district, assessment district or other such financing district to finance the construction of public improvements and/or the payment of fees for public improvements to support the development of such Landowner's Parcel. BBC Roseville Oaks, LLC: This Agreement includes specific construction funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the 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 date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law provided, however except as otherwise specifically provided in this agreement, landowner's obligation to pay future City fees is limited to those fees adopted on a city-wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with the Property'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.																				
Department	Finance Department																				
Status	CFD formed. Obligation Complete.																				
Section	2.5.2																				
Title	Multi Family Affordable Rental Units Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734																				
Obligation	BBC Roseville Oaks, LLC: Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that seventy-six (76) affordable rental units will be reserved within the Campus Oaks Property, half of which will be reserved for rental to very low income households and half of which will be reserved for rental to low income households as follows: <table><tr><th>Affordable Parcel</th><th>Total Units In Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>CO-21</td><td>125</td><td>38</td><td>38</td><td></td></tr><tr><td>CO-22</td><td>119</td><td>24</td><td></td><td>24</td></tr><tr><td>CO-23</td><td>72</td><td>14</td><td></td><td>14</td></tr></table>	Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	CO-21	125	38	38		CO-22	119	24		24	CO-23	72	14		14
Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units																	
CO-21	125	38	38																		
CO-22	119	24		24																	
CO-23	72	14		14																	

North Industrial Specific Plan – Hewlett Packard Master Plan DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

	i. <u>Rental Agreement Required.</u> Prior to issuance of a building permit for the applicable Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of thirty (30) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1. ii. <u>Content.</u> The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. <u>Potential Compensation by City.</u> If and to the extent funding to subsidize the provision of affordable housing with the City of Roseville as described herein is or becomes available to the City and is not otherwise committed by the City to other affordable housing projects, City at its sole discretion may compensate Landowner 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 from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder and if City cannot provide or identify any subsidies, Landowner will nevertheless be obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereafter "subsidy" or "subsidies") may be issued through a combination of cash investment, density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Landowner and City. Landowner shall join City in any application prepared for Federal, State, local or private funding for any potential subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval. To the extent that public funds or subsidies are provided to the development of affordable dwelling units, Landowner 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. BBC Roseville Oaks, LLC: Amendment #5 <u>2.5.2 Multi Family Affordable Rental Units.</u> Landowner agrees that eighty-seven (87) affordable rental units will be reserved within Parcels 22 and 23 of the Campus Oaks Property for rental to very low income households as follows:
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North Industrial Specific Plan – Hewlett Packard Master Plan DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units
CO-22	205	45	45
CO-23	190	42	42

i. Rental Agreement Required. Prior to issuance of a building permit for either Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low-income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. To accommodate potential changes in income during tenancy that may cause an initially qualified affordable household to no longer satisfy its qualification requirements, Landowner will include in its affordable rental agreements the option for a previously qualified tenant to remain in the unit notwithstanding such changes to its qualified income; provided, however, if such income increases above the limit that would enable Landowner to continue to include such unit within its planned tax-credit program (which is currently anticipated to occur at a limit of 70% of median income), then Landowner will have the right to increase the rent for such affordable tenant to then market rates. Where rents for an affordable unit are increased to market rate due to such changes in a qualified tenant's income, Landowner shall be obligated to make the next available comparable rental unit available for rent to another qualified very-low income household, all in accordance with the terms of the Affordable Rental Housing Agreement. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1.

ii. Content. The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements.

iii. No City Subsidy. Notwithstanding anything to the contrary in the Development Agreement regarding the City providing affordable housing funds for affordable developments if and to the extent such funds become available, in consideration of Landowner's intent to finance this affordable housing through participation in a federal tax-credit program, Landowner acknowledges that City shall not have any obligation to provide any City funds to subsidize the provision of this very-low income affordable housing, even if such affordable housing funding subsequently becomes available to the City. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq.

iv. Credit for Excess Affordable Units. City acknowledges that if the total number of units developed within the Campus Oaks Property does not exceed its planned number of 948 units, development of these eighty-seven (87) affordable rental units

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	within Parcels 22 and 23 will generate eleven (11) more very-low affordable units (the "Extra Very-Low Affordable Units") than required for the Campus Oaks development to satisfy its minimum low and very-low affordable housing requirement. Subject to compliance with the terms of the Affordable Housing Rental Agreement for the provision of these affordable units within Parcels 22 and 23, the developer of such units (the "Affordable Housing Developer") shall have the right to request, subject to the reasonable approval of the City, to apply such Extra Very-Low Affordable Units as a credit against any affordable housing obligation that may arise from or otherwise be required in connection with any other residential development that the Affordable Housing Developer may seek to develop within the City of Roseville. Provided, however, that if the Affordable Housing Developer has not transferred the Extra Very-Low Affordable Units by obtaining building permits for these units by August 17, 2021, the Affordable Housing Developer shall forfeit all rights to these credits and the credits shall be transferred to the Roseville Housing Authority to be used in its sole discretion.
Department	Housing Department
Status	ARHA recorded for CO-23 in June 2017 – partial obligation complete. Ongoing obligation for ARHA for CO-22 prior to building permits. Obligation complete – both affordable agreements have been recorded for CO-22 and 23
Section	3.3
Title	Electric Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: 3.3 Electric. LANDOWNER shall provide electric utility improvements as provided in this section. 3.3.1 Installation of Underground Electrical Service. Development of buildings adjacent to Blue Oaks Boulevard shall be served by underground 12kv electrical service from Blue Oaks Boulevard which shall be constructed to then current CITY standards. For purposes of this Section 3.3.1, a building will be deemed to be "adjacent" to Blue Oaks Boulevard if such building is located within three hundred feet (300') from the back of curb for Blue Oaks Boulevard. With respect to buildings located more than three hundred feet (300') from the back of curb for Blue Oaks Boulevard, LANDOWNER shall have the complete discretion as it develops any such other buildings to either serve such buildings with electrical service from Blue Oaks Boulevard (in which case, LANDOWNER shall be required to install the underground service to then current CITY standards) or with service from its existing internal power distribution system, subject to available capacity in such internal system. Nothing herein shall prevent LANDOWNER from installing the underground electrical service earlier than otherwise required hereunder. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by any such subdivision shall be required to be served with electrical service independent from LANDOWNER's internal power distribution system. As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service buildings adjacent to said street pursuant to the provisions of the previous paragraph, LANDOWNER shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to CITY along Blue Oaks Boulevard pursuant to Section 3.3.2. LANDOWNER shall only be obligated to install the portion of underground electrical service from Foothills Boulevard (or the westernmost point along Blue Oaks Boulevard previously installed by LANDOWNER) to the building adjacent to Blue Oaks Boulevard then being developed. If the building will be served by such service, then the underground construction shall extend to the point from which the electrical service is provided thereto; if such service is not being provided from Blue

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	Oaks Boulevard but the underground construction is required due to the building's proximity to Blue Oaks Boulevard, then such construction shall extend to the point along Blue Oaks Boulevard even with the westernmost point of the improvements related to such building (e.g., parking). As such underground service is installed by LANDOWNER, at the request of CITY and to the extent such improvements have not then been made, LANDOWNER will also install additional duct bank in the trench for electrical service for other properties and CITY shall reimburse LANDOWNER for the incremental additional hard costs thereof, consisting of the identifiable costs of construction as actually incurred by LANDOWNER for the additional work. Hewlett Packard Company: Amendment #3 Landowner shall provide electric utility improvements as provided in this section. 3.3.1 Onsite Public Electrical Circuits. Concurrently with the construction or reconstruction of any portion of HP Way within the HP Property shown on Exhibit C, Landowner agrees to construct on-site electrical circuits and facilities to then current City standards to serve the street lights and landscaping improvements to be installed within the rights of way therefore, such that the electrical service needs for such improvements can be provided by a public circuit if and when such roadways are accepted by the City. The design of such circuits shall be included as part of the improvement plans for such roadways. BBC Roseville Oaks, LLC: Amendment #4 <u>3.3.1 Installation of Underground Electrical Service.</u> As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service the Campus Oaks Property, Landowner shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to City along Blue Oaks Boulevard pursuant to Section 3.3.2. Landowner acknowledges that, pursuant to Section 3.8.1.A below, Landowner will be obligated to underground the existing 12kv electric line from Foothills Boulevard to Woodcreek Oaks Boulevard in connection with its installation of required Blue Oaks frontage improvements. For any required electrical services other than the 12kv line, Landowner shall only be obligated to install the portion of such underground electrical services along the frontage of the Campus Oaks Property adjacent to Blue Oaks Boulevard from its intersection with New Meadow Drive to its intersection with Woodcreek Oaks Boulevard, as shown in the cross-section in Exhibit C-1.
Department	Electric Department
Status	Obligation Complete
Section	3.3.4
Title	Streetlights Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: Concurrently with the construction of any portion of Blue Oaks Boulevard or Woodcreek Oaks Boulevard. LANDOWNER agrees to construct streetlights there in accordance with the Master Plan and the then current requirements of the Electric Department for public streetlights. In the event LANDOWNER does not install streetlights to CITY standard at the time it constructs the on-site public electrical circuits pursuant to Section 3.3.3, LANDOWNER shall do so prior to offering any such roadway to CITY for a public road.

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	Hewlett Packard Company: Amendment #3 Concurrently with the construction or reconstruction of any portion of HP Way, Landowner agrees to construct streetlights therein in accordance with the Master Plan and the then current requirements of the Electric Department for public streetlights.
Department	Electric Department
Status	Complete along HP Way. Obligation Complete
Section	3.3.5
Title	Temporary Transmission Line
Obligation	Hewlett Packard Company: LANDOWNER will not oppose the installation by CITY, at CITY's sole cost, expense and discretion, a temporary 12kv electrical transmission line, on wooden poles, within CITY's existing public utility easement along Blue Oaks Boulevard from Foothills Boulevard, to the extent such line is needed to serve development of properties within CITY located to the west of the Property. Portions of such line shall be undergrounded by LANDOWNER pursuant to Section 3.3.1 above.
Department	Electric Department
Status	Obligation Complete
Section	3.3.6
Title	Reservation of Substation Site
Obligation	Hewlett Packard Company: LANDOWNER hereby offers to dedicate to CITY an electrical substation site the area within the Property described therefor on Exhibit "D" attached hereto (the "Substation Site") together with a twenty-five foot (25') easement for public utility and access purposes extending north to the nearest then existent public utility easement. LANDOWNER offers to dedicate to CITY, without compensation, the Substation Site, in fee, free and clear of any monetary encumbrances, except for taxes and assessments not then delinquent. The use of such Substation Site shall be limited for the purpose substation, and appurtenant uses. The term of this dedication shall commence upon the effective date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from CITY that it will not need the Substation Site for electrical substation purposes, whichever occurs first.
Department	Electric Department
Status	Dedicated at another site – Obligation complete.
Section	3.4.2
Title	Other Agency Approval
Obligation	Hewlett Packard Company: Prior to approval of the Master Drainage Impact Study or issuance of any building or grading permit, LANDOWNER shall obtain, at LANDOWNER's 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, and the U.S. Army Corps of Engineers. Prior to the issuance of any building permit or grading permit, LANDOWNER shall also obtain, at LANDOWNER's expense, any necessary permits and agreements from the California Department of Fish & Game. LANDOWNER shall prepare and implement a Storm Water Pollution Prevention and Monitoring Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) in accordance with the SWP3 as approved by the Regional Water Quality Control Board (RWQCB) concurrently with the construction of any improvements. LANDOWNER shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program prior to the start of any construction, including grading.

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	LANDOWNER shall maintain all improvements and BMP's required by the SWP3.
Department	Engineering Division
Status	The Engineering Dept. reviewed the R21 building - all necessary permits from the RWQCB, ACOE, and DF&G were received and a SQP3 was reviewed and approved. Other areas - ongoing
Section	3.4.5
Title	Conservation Easements
Obligation	Hewlett Packard Company: LANDOWNER shall, prior to approval of a building permit for any portion of the Property whose surface water drainage will rely on drainage into either the Southern Detention Basin, the Northern Detention Basin or the Temporary Basin, grant to CITY a conservation, habitat preservation, and flow easement over the applicable Basin and, when requested by CITY, over the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. With respect to the easement for the Temporary Basin, such easement shall be temporary and shall automatically terminate upon the grant by LANDOWNER to CITY of the conservation, habitat preservation and flow easement for the Northern Detention Basin. Upon the grant by LANDOWNER of such easement for the Northern Detention Basin, CITY shall quitclaim its rights under the temporary easement over and for the Temporary Basin. Each easement shall include those adjacent areas required to provide emergency CITY access to the applicable Basin and floodplain area. Each easement shall restrict the use of the burdened property to those open space uses which (with the exception of permitted on-site flood water detention) will not restrict the flow of flood waters.
Department	Engineering Division
Status	HP has initiated the process of the dedication of conservation, habitat preservation and flow easements over the temporary basin and will grant them as soon as the documents are complete. Conservation Easement approved. A total of 44.6 acres of OS/Preserve was granted to the City on July 25, 2008 (Doc. # 2008-0060395). Obligation Complete.
Section	3.5.2.D
Title	Reservation of Well Sites
Obligation	Hewlett Packard Company: Landowner hereby offers to dedicate to CITY a groundwater well site the area within the Property described therefor on Exhibit "D" attached hereto (the "Well Site") together with a twenty-five foot (25') easement for public utility and access purposes extending north to the nearest then existent public utility easement. LANDOWNER offers to dedicate to CITY, without compensation, the Well Site, in fee, free and clear of any monetary encumbrances, except for truces and assessments not then delinquent. The use of such Well Site shall be limited for the purpose of constructing and maintaining a groundwater well for potable water and appurtenant uses. The term of this dedication shall commence upon the effective date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from CITY that it will not need the Well Site for potable water purposes, whichever occurs first.
Department	Environmental Utilities Department
Status	On May 25, 2003 the city of Roseville requested the dedication of the groundwater well site on the Woodcreek Oaks side of the property. In addition to the well site dedication the Environmental Utilities Department would like a 25' PUE easement on the adjacent parcel for access. Well site dedication expected to occur Fall 2003. Dedicated with the Campus Oaks large lot map. Obligation Complete.
Section	3.5.4

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Title	Confirmation of Water Supply Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: The City has determined, even without Landowner's planned utilization of Recycled Water and implementation of the Water Conservation Plan, that the water demand for the Project is less than the demand originally associated with the previously approved land uses for the Campus Oaks Property and, therefore, the available water supply, as originally set-aside to serve development of the Campus Oaks Property, is sufficient to serve all of the Project. This determination was the conclusion of a review of the demand and source issues originally planned for the Property, and as modified by the projected build-out of the Project, based upon the various technical studies completed in connection with the 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 and by reference to the Campus Oaks Master Water Conservation Plan (June 18, 2015) as shown in Exhibit M. The sources for 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, and, in drought or emergency situations, the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid and are adequately served by the water demands and sources originally planned for development of the Property.
Department	Environmental Utilities Department
Status	Obligation complete.
Section	3.8.3
Title	Subdivision Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4
Obligation	Hewlett Packard Company: As a condition of approval of a subdivision or parcel map for a portion of the Property which abuts either Blue Oaks Boulevard or Woodcreek Oaks Boulevard, CITY may require construction of improvements to the abutting portion(s) of said roadway(s) prior to the time set forth in Sections 3.8.1 or 3.8.2 as allowed by the Subdivision Map Act and the City of Roseville Subdivision Ordinance, as amended from time to time.
Department	Engineering Division
Status	Deleted obligation
Section	3.8.4
Title	Foothills Boulevard Landscaping Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Deleted Section 3.8.4 and 3.8.5
Obligation	Hewlett Packard Company: Within three (3) months of the effective date of this Agreement, LANDOWNER shall prepare and submit to CITY a landscaping plan for the installation of landscaping along the balance of the Property adjacent to Foothills Boulevard that is not now landscaped. Such plan shall include a phasing plan for the timing of such installation from the existing landscaping to the intersection of Foothills and Blue Oaks Boulevards. LANDOWNER shall commence the installation of such landscaping and diligently proceed therewith, all in accordance with the terms and provisions of the landscaping plan, including the phasing plan provided therefor, once said plan is approved by CITY.
Department	Engineering Division
Status	Deleted obligation

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Section	3.8.5
Title	Security Gates Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534 Deleted Section 3.8.4 and 3.8.5
Obligation	Hewlett Packard Company: LANDOWNER shall have the discretion to install security gates at the entrances to the Property from Foothills, Blue Oaks and/or Woodcreek Oaks Boulevards. With respect thereto, LANDOWNER shall design the security gates to allow adequate stacking from the edge of the right of way from the applicable Boulevard as approved by CITY and to provide at a minimum for a turn-around for a semi-trailer truck, which turn-around may be located inside the security gate. Upon request of CITY, LANDOWNER shall prepare and submit a stacking analysis for approval by CITY for each proposed new security gated entrance. 3.8.5 No Security Gates Within HP Way Right of Way. In consideration of this Agreement and the intent that the City accept HP Way and utility improvements to be installed therein as a public road and utilities, Landowner shall not have the right to install or maintain any security gates along the portion of HP Way dedicated or to be dedicated to the City. Notwithstanding the foregoing, Landowner shall have the right to install security gates at any entrance to the HP Property adjoining HP Way or along Local Road E (as long as such road is privately owned and maintained by Landowner), subject to compliance with City standards for access and stacking. Landowner shall also have the right, at its discretion, to install signage along HP Way (including within the HP Way right of way along the HP Property outside of the improved roadway portion thereof), provided that the signage complies with the City's then existing signage requirements and sign ordinance.
Department	Engineering Division
Status	Deleted obligation
Section	3.8.6
Title	Traffic Signals
Obligation	Hewlett Packard Company: LANDOWNER shall not be obligated to construct or reimburse the cost of the traffic signals to be constructed at the intersections of Woodcreek Oaks and Blue Oaks Boulevards and of Blue Oaks Boulevard and Foothills Boulevards, except through its payment of traffic fees or to the extent LANDOWNER is required to bear the expenses of widening Blue Oaks Boulevard, Woodcreek Oaks Boulevard or Foothills Boulevard and said widening includes the obligation to move or redesign the traffic signals. Also, in consideration of the traffic signal improvements at the intersection of Foothills Boulevard and Roseville Parkway previously installed by LANDOWNER pursuant to the Agreement to Install Improvements between CITY and LANDOWNER dated January 8, 1992, LANDOWNER shall not be obligated to share in the cost of any additional traffic signal improvements to be constructed at such intersection by CITY or the adjoining landowner. As and when LANDOWNER connects a Collector with Foothills, Blue Oaks or Woodcreek Oaks Boulevards, or connects Arterial A with Woodcreek Oaks Boulevard, LANDOWNER shall be responsible for either installing the traffic signal required by CITY for such intersection or to reimburse half the actual hard cost thereof consisting of the identifiable and commercially reasonable costs of design, engineering and construction, if previously installed by others. LANDOWNER shall be entitled to reimbursement for one-half of the similar actual hard costs of each such traffic signal installed by LANDOWNER from the opposite landowner at such time that any roadway

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	improvements opposite the applicable improved intersection are completed and open to public or private use. LANDOWNER shall reimburse the opposite landowner for one-half of the actual hard cost, consisting of the identifiable and commercially reasonable costs of design, engineering and construction for the traffic signal to be installed at LANDOWNER's southerly access to Foothills Boulevard within thirty (30) days after completion of said traffic signal and acceptance by CITY.
Department	Public Works Department
Status	Traffic signals have been constructed and are operational at Woodcreek Oaks/Blue Oaks Blvds. and Blue Oaks/Foothills Blvds. HP's financial obligation for signal is satisfied through the payment of TMF collected upon issuance of BP. The Signal at Blue Oaks/Foothills Boulevards has been satisfied through TMF fees collected for development of the R21 building. Obligation complete.
Section	3.8.8.A
Title	Dedications and Construction Licenses for HP Way Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Within ninety (90) days of the approval of this Second Amendment, Hewlett-Packard hereby agrees to provide the following: i. To the City, an irrevocable offer to dedicate (IOD) the right-of- way, in fee, and public utility easements for the portions of HP Way located within Parcel 1, consistent with the alignment therefor as provided in the Master Plan. Also, as directed by the City, to the extent required for the City to maintain any existing private roadway drainage improvements serving HP Way that are not replaced by public drainage improvements therein, Hewlett-Packard will grant to the City a right to enter Parcel 1 in a form reasonably acceptable to the City to perform any maintenance thereof, at Hewlett-Packard's cost, if and to the extent not otherwise performed by Hewlett-Packard; and ii. To Campus Oaks, a temporary construction license to allow Campus Oaks to construct, if and when required by development of Parcel 4, the portion of HP Way located within the dedicated right-of-way therefor within Parcel 1, in the form attached hereto as Exhibit H. The foregoing temporary construction license shall each automatically terminate upon completion of construction of all improvements that may be constructed pursuant thereto or upon City acceptance of all the improvements that may be constructed pursuant thereto.
Department	Engineering Division
Status	Obligation Complete.
Section	3.9
Title	Option to Purchase Property in Southwest Corner
Obligation	Hewlett Packard Company: LANDOWNER hereby grants to CITY an option to purchase five and three-tenths (5.3) acres of property contained within the southwestern corner of the Property and located southwest of Pleasant Grove Creek, as such five and three-tenths (5.3) acres are more particularly described in Exhibit "H" hereto. The term of the option shall be five years from the effective date of the Agreement, with a five year option to extend the option, and may be exercised at any time by CITY upon written notice to LANDOWNER. The purchase price shall be the fair market value of the property as of the time of exercise

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	by CITY. Any such notice shall include a statement of the proposed purchase price for such property, based on an appraisal obtained by CITY. LANDOWNER may elect to sell the property at such price or may elect to obtain its own appraisal thereof, to be obtained within 60 days of such notice from CITY. If two appraisals are obtained and are within 10% of each other, the purchase price shall be equal to the average thereof; if not, a third appraisal shall be obtained (with the appraiser either selected by the parties or, if the parties are unable to agree, then by the appraisers), which shall be completed within 45 days of such selection. If three appraisals are obtained, the appraisal that deviates the most from the middle appraisal shall be discarded and the average of the other two shall be used as the purchase price. CITY shall close escrow for the purchase of such property within sixty (60) days of the agreement or determination of the purchase price. The parties shall open an escrow with a title company mutually acceptable thereto and CITY shall bear all costs in closing such escrow, including all transfer taxes, escrow fees and title insurance, if any. If CITY fails to timely exercise the option or close escrow after exercise, then this option shall automatically terminate and CITY shall execute a quitclaim or other such document evidencing the termination of this option. This option shall not be assignable by CITY without the prior written consent of LANDOWNER, which may be withheld in its sole discretion.
Department	City Attorney and Economic Development Department
Status	On January 14, 2001 the City extended their option to purchase the 5.3-acre site for five years (August 1, 2006). On April 18, 2001 the city requested the option to purchase the 5.3 acre site. The close date for the City to purchase this Parcel was September 26, 2001. Obligation complete.
Section	3.10
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Hewlett Packard Company: Except as approved by CITY or provided for by this Agreement, all property to be conveyed to CITY pursuant to this Agreement (whether in fee or as an easement) shall be free of any liens, encumbrances, toxic materials, wetlands, special taxes or assessments, except other easements then of record. LANDOWNER shall, for each such conveyance, provide to CITY at LANDOWNER's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by CITY shall be at CITY's expense.
Department	City Attorney
Status	City will require PSA's prior to conveyance of any properties. Evaluation regarding encumbrances done at time of conveyance. Landowner completed this obligation for the Option property.
Section	3.11
Title	No Security During Construction
Obligation	Hewlett Packard Company: LANDOWNER shall not be required to provide any security for any improvements to be constructed on the Property during any phases of construction, except for payment, performance and maintenance bonds that may be required in connection with the construction of improvements within the public rights-of-way for Woodcreek Oaks, Blue Oaks and Foothills Boulevards or in conjunction with a Subdivision Improvement Agreement for subdivision of any portion of the property. All construction material storage areas shall be fenced and secured as approved by the police chief.
Department	Police Department
Status	Obligation Complete.
Section	3.14
Title	Landscape and Lighting District

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Obligation	Hewlett Packard Company: <u>3.14.1 Formation.</u> <u>3.14.1.A Consent and Waiver.</u> LANDOWNER consents to and shall cooperate in forming a Landscape and Lighting District, or including the Property within a special zone of an existing landscape and lighting district, pursuant to the provisions of Section 22500, et. seq., of the Streets and Highways Code of the State of California (herein the "LLD") and consents herewith to the levy of such assessments as are necessary to pay the Property's fair share of the cost to maintain the median landscaping. LANDOWNER shall be solely responsible for maintaining its landscaping from the back of the curb from said rights-of-way and, therefore, no assessment shall be levied by the LLD for such costs, unless and until LANDOWNER elects to relinquish such responsibility and conveys an easement to CITY for any such landscape areas, and CITY accepts said easement and assumes the responsibility to maintain the landscaping. Nothing in this section shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of LANDOWNER to protest an allocation of a particular assessment burden or benefit. <u>3.14.2 Obligation of District.</u> The Landscape and Lighting District, or zone therein, formed pursuant to Section 3.16.1 in which LANDOWNER agrees to participate shall maintain the landscape medians within the portions of Foothills Boulevard and Blue Oaks Boulevard adjacent to the Property, and the landscape median within the portion of Woodcreek Oaks Boulevard located between Arterial A and Blue Oaks Boulevard.
Department	Finance Department
Status	Will not be forming a Landscape and Lighting District – obligation complete.
Section	3.22
Title	Community Facilities District – Public Facilities (Project Infrastructure) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 <u>3.22.1 Formation.</u> Landowner 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 Campus Oaks Property (an "Infrastructure CFD"). City and Landowner shall use their best efforts to cause to be formed the Infrastructure CFD for the purpose of financing the acquisition or construction of some or all of the improvements and facilities and payment of capital facility fees eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements and impact fees which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency. A list of CFD Eligible Improvements is attached hereto as Exhibit N. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to roadway and frontage improvements for HP Way, Blue Oaks Boulevard, Woodcreek Oaks Boulevard, New Meadow Drive, Painted Desert Drive and Crimson Ridge Way; traffic signals; right of way acquisitions; water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks and paseos within the Campus Oaks Property and the HP2/CO64 Park; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements and/or impact

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	fees as which are defined as authorized improvements under the Infrastructure CFD selected by the City or any ordinance under the City. Formation of the Infrastructure CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated and assessed special taxes as specified in a tax formula agreed to by City and Landowner, in accordance with the financing plan for the Project. The rights and obligations under this Section 3.22 shall survive the termination or expiration of this Agreement. <u>i. Terms of CFD.</u> City and Landowner agree that, to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt to fund the acquisition or authorized facilities, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement during the first ten (10) years of the Special Tax levy. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner during the first ten (10) years of the Infrastructure CFD for the costs and/or acquisition of any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") for any eligible impact fees. (g) Landowner may utilize a phased bond sale or sales. "(h) Landowner may utilize private placement of bonds. <u>ii. Acquisition Agreement.</u> Concurrent with formation of the Infrastructure CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the Infrastructure CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds to the extent available. <u>iii. Alternative Financing.</u> Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.
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Department	Finance Department
Status	District formed – Obligation Complete.
Section	3.23
Title	Community Facilities District – Public Services (Services CFD) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 <u>3.23.1 Formation of Campus Oaks Public Services CFD.</u> No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Campus Oaks Property ("Public Services CFD"). Landowner 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 3.23.1(i) below. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, paseos and open space (parcels CO81 and CO82), neighborhood parks within the Campus Oaks Property, and the neighborhood park components of the HP2/CO64 Park. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses. <u>i. Public Services.</u> The Public Services CFD shall provide the funds required for the performance of maintenance obligations consisting of the following: (a) Autumn leaf cleanup for collector and local streets; (b) Maintain neighborhood parks within the Campus Oaks Property and the neighborhood park improvement components to be installed within the HP2/CO64 Park and accepted by the City; (c) Maintain paseos, and medians, and landscape corridors, including masonry walls installed therein along arterial roadways where they are adjacent to low and medium density residential land uses within the Campus Oaks Property, and medians within HP Way, and median landscaping within Woodcreek Oaks Boulevard and Blue Oaks Boulevard adjacent to and fronting the Campus Oaks Property; (d) Maintain bikeways and trails and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, striping and ancillary landscaping) within and adjacent to the Campus Oaks Property; (e) Maintain City and neighborhood entry features within the Campus Oaks Property, public rights-of-way and ancillary landscaping; (f) Conduct any necessary environmental mitigation monitoring, and the annual review thereof, as and to the extent required by the Mitigation Monitoring Plan related to the EIR and Addendum, and annual Development Agreement review and implementation; (g) Inspect, monitor, and maintain all water quality structural controls, storm management facilities (and programs) within rights-of-way and open space; (h) Maintain open space parcels CO81 and CO82, including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

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	(i) Conduct all monitoring, reporting and adaptive management for and maintenance of the open space preserve area previously dedicated to and accepted by the City consistent with the 404 Permit and O&M Plan (the “Preserve Maintenance Costs”), as more particularly described in that certain Agreement to Fund Maintenance Costs between the City and Hewlett-Packard Company, dated June 18, 2008, and recorded against the Campus Oaks Property as Document No. 2008-0053391 (the “Maintenance Funding Agreement”). Such Preserve Maintenance Costs shall be financed by this Public Services CFD if and only if Community Facilities District 4 (Annexation 4) previously formed by the City to finance such costs is terminated, discontinued or otherwise unable to fund such Preserve Maintenance Costs. By authorizing these Preserve Maintenance Costs for financing under this Public Services CFD and thereby providing additional assurance to the City that these Preserve Maintenance Costs will be funded in perpetuity, the City acknowledges that, upon formation of this Public Services CFD, the requirement to provide such additional assurances under the Maintenance Funding Agreement shall be deemed fully satisfied and City shall cooperate in any additional documentation required to remove the Maintenance Funding Agreement from the Campus Oaks Property as a document of public record; (i) Maintain fire breaks within open space areas; and (j) Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, landscaping and irrigation retrofits in paseos, medians and landscape corridors, and other special features including structures, park features/amenities, etc. included in the areas to be maintained through the Public Services CFD, as indicated in the Design Guidelines. 3.23.2 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	District formed – Obligation Complete.
Section	3.24
Title	Community Facilities District – Municipal Services (Annexation to CFD 3) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 3.24.1 Formation/Annexation; Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (“Municipal Services CFD”) has been formed or the Campus Oaks Property has been annexed to the City’s existing Municipal Services CFD. Landowner 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 3.24.2. Formation of or annexation to the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment (“RMA”), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$156 for LDR units, \$91 for MDR units, \$46 for HDR units, \$366 per acre for business professional/tech/business park land uses, and \$425 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City’s existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

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	<u>3.24.2 Municipal Services.</u> The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Annexed into CFD 3 – Obligation Complete.
Section	5.4
Title	Legal Action Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: In addition to any other rights or remedies, any 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 each Amending Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.
Department	Landowner and City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	6
Title	Hold Harmless Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Each Amending Landowner and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from operation of Landowner's, or Landowner's contractors, or contractors' subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner of any of Landowner's contractors or subcontractors unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation 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 and to the fullest extent allowed by law, Campus Oaks shall be solely responsible for 100% of the cost and expense to defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, employees, and volunteers (the "City Indemnified Parties"), and the other Amending Landowner, and its members, shareholders, directors, officers, agents and employees, harmless from any suits or actions at law or in equity arising out of the execution or adoption of this Second Amendment."
Department	City Attorney
Status	Attorney: This is not an obligation, but a contractual term.

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Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	Hewlett Packard Company: 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.
Department	Planning Division
Status	On-going
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734 Amendment #6 – Ord. #5829 Amendment #7 – Ord. #6038
Obligation	Hewlett Packard Company: 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 for the Property: General Commercial: 28.5 acres Light Industrial: 425.8 acres Light Industrial: 451.8 acres Open Space: 45.9 acres Total: 952 acres Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan. LANDOWNER's vested right to proceed with the development of the Property shall be subject to subsequent approvals and the Intensity Thresholds as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached and further provided LANDOWNER is not in default under this Agreement. Hewlett Packard Company and BBC Roseville Oaks, LLC: Amendment #2 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 Parcels 1 and 4 in accordance with the terms and conditions of this Agreement and the

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Entitlements. City acknowledges that the Entitlements include the following land uses for Parcels 1 and 4:

Light Industrial: 331.08 acres

As depicted in revised Exhibit B that is attached hereto and replaces the prior "Revised Exhibit B" for the Development Agreement as to Parcels 1 and 4. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan as provided for herein. Each Landowner's vested right to proceed with development of its respective Parcel shall be subject to subsequent approvals and the Intensity Thresholds as defined and as provided for in the Master Plan for such Parcel, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of such Parcel for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for such Parcel and further provided that such Landowner is not in default under this Agreement.

For purposes of this Second Amendment and development of Parcels 1 and 4 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the City and Amending Landowners hereby agree that the Intensity Thresholds for uses described for Parcels 1 and 4 in the Master Plan are allocated to such Parcels as follows:

Property	Acreage	Gross Sq. Ft. (Light Industrial)	Average FAR	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand) ¹	Traffic (PM Peak Hour Trips)
HP/PCL 1	140.70	1,670,000	0.27	.65 mgd	.45 mgd	11.24 MW	1,904.5
Campus Oaks/PCL 4	189.88	1,047,000	0.13	.41 mgd	.28 mgd	7.05 MW	1,193.5
Remaining Property	116.44	1,500,000	0.30	.58 mgd	.40 mgd	10.10 MW	1,709
Totals	447.02	4,217,000	.22	1.64 mgd	1.13 mgd	28.39 MW	4,807

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

As a result of these allocations of Intensity Thresholds to Parcels 1 and 4, the City acknowledges and agrees that the development rights allocated to and vested for such Parcels pursuant to this Section 2.2, as well as the remaining Intensity Thresholds allocated and preserved hereby to the Remaining Property as set forth above, shall not be affected or reduced by any action taken by the City. The City reserves the right to review each subsequent entitlement application for development of each Parcel to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of a Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development, the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan, and the payment of any reimbursements for improvements installed by other Amending Landowners as provided herein.

Hewlett Packard Company:

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	is hereby revised in its entirety to read as follows. As noted in Recital 4 above and the Third Amendment, in support of the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges the changes below are supported, in part, by Hewlett Packard's agreement in the Third Amendment to reduce the developable square footage and corresponding traffic and utility capacities previously allocated and reserved for development within the HP Property from 1,670,000 sq. ft. to 1,200,000 sq. ft., which reduction in development capacities is being reallocated to and included within the development of the Campus Oaks Property: 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 Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property: Low/Med Density Residential—82.4 acres High Density Residential—22.0 acres Commercial/Retail—19.3 acres Light Industrial (Tech Park/Business Park)—32.8 acres Business Professional—5.5 acres Parks—10.7 acres Paseos—2.3 acres Open Space—1.6 acres Fire Station and Well Sties (P/QP)—2.5 acres Roads—10.7 acres Total: 189.8 acres All as set forth in Exhibit 8. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time to time by amendment of the Master Plan, Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement. For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light Industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property in the Master Plan are as follows: <table border="1"> <tr> <th>Property</th> <th>Gross Sq. Ft.</th> <th>Water (Max Daily Demand)</th> <th>Sewer (Max Daily Flow)</th> <th>Electric (Peak Annual Demand)</th> <th>Traffic (PM Peak Hour Trips)</th> </tr> <tr> <td>CO-PCL 51 and 52</td> <td>300,000</td> <td>0.17 mgd</td> <td>0.06 mgd</td> <td>2.02 MW</td> <td>291</td> </tr> </table> Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements, vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner	Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)	CO-PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291
Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)								
CO-PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291								

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acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

~~Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on Exhibit B as Parcels CO-51 and CO-52 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment.~~

**BBC Roseville Oaks, LLC:
Amendment #5**

Low/Med Density Residential – 77.1 acres/491 units
High Density Residential – 21.9 acres/457 units
Commercial/Retail – 19.3 acres/170,000 sq ft
Light Industrial (Tech Park/Business Park) – 32.8 acres/300,000 sq ft
Business Professional – 10.5 acres/60,000 sq ft
Parks – 10.7 acres
Paseos – 3.2 acres
Open Space – 1.6 acres
Fire Station and Well Sties (P/QP) – 2.5 acres
Roads – 10.7 acres

Total: 189.8 acres

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan, Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for: the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property are the Master Plan are as follows:

Property	Gross Sq. Ft.	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand)	Traffic (PM Peak Hour Trips)
CO PCL 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291

Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the First and Second Addenda, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

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Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on Exhibit B as Parcels CO-51 and CO52 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of the Fourth Amendment.

**Quality Investment Properties:
Amendment #6**

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 Parcel 3 in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for Parcel 3:

Light Industrial: 59.2 acres

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan by LANDOWNER as provided for herein. LANDOWNER's vested right to proceed with development of Parcel 3 shall be subject to the Intensity Thresholds defined in this section below. Such vested rights are also subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of Parcel 3 for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for Parcel 3 as described below and further provided that LANDOWNER is not in default under this Agreement.

For purposes of this Sixth Amendment and development of Parcel 3 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the CITY and LANDOWNER hereby agree that the Intensity Thresholds for uses described for Parcel 3 in the Master Plan are allocated to Parcel 3 as follows:

Property	Acreage	Gross Sq. Ft.	Average AFR	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand) ¹	Traffic (PM Peak Hour Trips)
QIP/PCL3	59.2	900,000	0.35	0.35 mgd	0.24 mgd	6.06 MW	1,025

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

As a result of these allocations of Intensity Thresholds to Parcel 3, the CITY acknowledges and agrees that the development rights allocated to and vested for such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 3 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.

**BBC Roseville Oaks, LLC:
Amendment #7**

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	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 Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property highlighted in bold and underline below: <table> <tr> <td>Low/Med Density</td><td>77.1 acres/491 units</td></tr> <tr> <td>Residential High Density Residential</td><td>21.9 acres/457 units</td></tr> <tr> <td><u>Commercial/Retail</u></td><td><u>29.8 acres/240,000 sf</u></td></tr> <tr> <td>Light Industrial (Tech Park/Business Park)</td><td>32.8 acres/300,000 sf</td></tr> <tr> <td>Parks</td><td>10.7 acres</td></tr> <tr> <td>Paseos</td><td>3.2 acres</td></tr> <tr> <td>Open Space</td><td>1.6 acres</td></tr> <tr> <td>Fire Station and Well Site (P/QP)</td><td>2.5 acres</td></tr> <tr> <td>Roads</td><td>10.7 acres</td></tr> <tr> <td>TOTAL</td><td>190.3 acres</td></tr> </table> All as set forth in Exhibit B. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement." <u>"2.2.1 Consistency with General and Master Plans: Parcel HP-3 Landscape Buffer.</u> Landowner acknowledges that, as required and shown by the Master Plan, to maintain adequate buffering of light industrial uses from adjacent residential development consistent with the General Plan, although Parcel HP-3 is currently improved with private recreational use, should light industrial development be approved for Parcel HP-3, such development will maintain a 50-foot landscape buffer within Parcel HP-3 adjacent to residential uses within the Campus Oaks Property. The landscaping and other such buffering elements to be installed within such 50' landscape setback buffer will be established in accordance with the design guidelines to be approved for the Master Plan and as part of the design review process for any future light industrial use to be developed within Parcel HP-3.	Low/Med Density	77.1 acres/491 units	Residential High Density Residential	21.9 acres/457 units	<u>Commercial/Retail</u>	<u>29.8 acres/240,000 sf</u>	Light Industrial (Tech Park/Business Park)	32.8 acres/300,000 sf	Parks	10.7 acres	Paseos	3.2 acres	Open Space	1.6 acres	Fire Station and Well Site (P/QP)	2.5 acres	Roads	10.7 acres	TOTAL	190.3 acres
Low/Med Density	77.1 acres/491 units																				
Residential High Density Residential	21.9 acres/457 units																				
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Parks	10.7 acres																				
Paseos	3.2 acres																				
Open Space	1.6 acres																				
Fire Station and Well Site (P/QP)	2.5 acres																				
Roads	10.7 acres																				
TOTAL	190.3 acres																				
Department	Planning Division																				
Status	On-going the CO property has active development applications into the City for review.																				
Section	2.5																				
Title	Affordable Housing Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734																				
Obligation	BBC Roseville Oaks, LLC: Consistent with the goals and policies contained in City's General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the																				

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	Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 95 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 written approval of the City Manager or his/her designee. The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Parcel. The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and Exhibit B-1 attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement. BBC Roseville Oaks, LLC: Amendment #5 Consistent with the goals and policies contained in City's Amended General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause at least ten percent (10%) of the total residential units which are actually constructed within the Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 95 units affordable to very low and middle-income households. However, Landowner intends to provide 106 affordable units and the City recognizes that this commitment is anticipated to provide eleven (11) more affordable units than required by the 10% affordable requirement. The breakdown of percentage of the total number of affordable units to the different income levels shall be 80% of the required 10% for very low income rental and 20% of the required 10% for middle income purchase. Any adjustment based on actual development shall be subject to the written approval of the City Manager or his/her designee. The term "very low income" means households earning 50% or less of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Affordable Parcels (defined below).
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	The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and Exhibit B-1 attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement.								
Department	Housing Department								
Status	Obligation current/ongoing								
Section	2.5.1								
Title	Affordable Purchase Residential Units Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734								
Obligation	BBC Roseville Oaks, LLC: Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (19) units will be reserved on the Campus Oaks Property as detached and/or attached single family residential units affordable to middle income purchasers as follows: <table><tr><th>Affordable Parcel</th><th>Total Unit in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>CO-5</td><td>46</td><td>19</td></tr></table> Such units shall be distributed throughout each Affordable Parcel. i. Required Agreements. Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City approved form) for such residential purchase units affordable to middle income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. ii. Content. The Affordable Purchase Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. No City Subsidies. Landowner agrees to provide all of the middle income affordable purchase units without any subsidy from the City. iv. Transfer of Units. Landowner may elect to transfer any unmet middle income purchase units from CO-5 to one or a combination of the affordable rental lots (CO-21, CO-22, CO-23) thereby relieving parcel CO-5 from its obligation for the middle income purchase units. Additionally, if Landowner is unable to deliver the required number of middle income purchase units on CO-5, Landowner shall transfer the required number of middle income purchase units remaining to one or a combination of the affordable rental lots. Transfer of any middle income purchase units must occur prior to execution of any applicable Affordable Housing Rental Agreement(s) and shall require an amendment to Agreement and the Master Plan pursuant to Section 2.5.4. BBC Roseville Oaks, LLC: Amendment #5			Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units	CO-5	46	19
Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units							
CO-5	46	19							

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	Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (14) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:		
	Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units
	CO-4	46	14
	Such units shall be distributed throughout each Affordable Parcel.		
	i. <u>Required Agreements.</u> Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5,, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle-income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle-income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. ii. <u>Content.</u> The Affordable Purchase Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. <u>No City Subsidies.</u> Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.		
Department	Housing Department & Engineering Division		
Status	Need Affordable Purchase agreement prior to approval of small lot subdivision map. Agreement in progress as of 5/5/2020 for 14 affordable purchase units.		
Section	2.5.3		
Title	Inclusion of Affordable Obligation on Large Lot Map Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734		
Obligation	BBC Roseville Oaks, LLC: Landowner shall provide notice on the large lot subdivision map identifying the affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements. BBC Roseville Oaks, LLC: Amendment #5 Landowner shall provide notice on the large lot subdivision map identifying the		

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	affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such' recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements.
Department	Housing Department and Engineering Division
Status	Obligation current/ongoing
Section	2.5.4
Title	Transfer of Obligation within Campus Oaks Property Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Any proposed transfer of an affordable purchase or rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to comply with the requirements of Section 2.5.3 above to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel. BBC Roseville Oaks, LLC: Amendment #5 Any proposed transfer of an affordable rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel.
Department	Housing Department
Status	Obligation current/ongoing
Section	2.5.5
Title	Community Facilities Districts Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: The City Manager or his/her designee shall maintain a list of middle, low and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. To assist with the affordability of these units, Landowner and City agree that, with respect to the Infrastructure CFD to be formed pursuant to Section 3.22 below, the initial monthly maximum special tax, subject to annual adjustment shall be established at \$75 for the nineteen (19) middle income affordable units, \$60 for low income affordable rental units and \$37.50 for the very low income affordable rental units. BBC Roseville Oaks, LLC:

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	Amendment #5 The City Manager or his/her designee shall maintain a list of middle and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. To assist with the affordability of the very low income affordable units, Landowner and City acknowledge that, with respect to the Infrastructure CFD, the rate and method of apportionment of special tax therefor establishes a reduced annual special tax allocable to such affordable units.
Department	Finance and Housing Department
Status	Finance to be provided each levy year from Housing –Ongoing obligation.
Section	2.5.6
Title	In Lieu Fee – Affordable Housing Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks Property, subject to the approval of the City Manager or designee. BBC Roseville Oaks, LLC: Amendment #5 In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to: middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks, Property, subject to the approval of the City Manager or designee.
Department	Housing Department
Status	Ongoing obligation.
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Hewlett Packard Company: Except as otherwise provided in this Agreement, any and all required payments of development, connection or mitigation fees by LANDOWNER shall be made at the time and in the amount specified by applicable CITY ordinances in effect as of the date of this Agreement, as such fees may be adjusted or adopted in accordance with the provisions of Section 2.4.2 above.
Department	All Development Projects
Status	Ongoing obligation
Section	3.2
Title	Parks Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: No park sites shall be required to be dedicated nor shall any fees be paid in lieu of any such dedication or for purposes of funding construction of parks in connection with the development of the Property that is consistent with Entitlements, except to the extent any such park fees are currently authorized by ordinance to be levied against and collected from any applicable uses encompassed within the Entitlements, as of the effective date of the Agreement. Hewlett Packard Company:

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	Amendment #3 In consideration of this Agreement and the benefits to Landowner to be derived from the coordinated development of the HP Property with the Campus Oaks Property, upon recordation of the Large Lot Map for the HP Property or within sixty (60) days of written request from the City, Landowner shall dedicate Parcel HP-2 to the City for development of the Hewlett-Packard Greenway (Parcel HP-2) as described in and consistent with the Master Plan. Landowner acknowledges that the City shall not be obligated to accept the dedication of Parcel HP-2 until the park improvements to be constructed thereon are completed by Campus Oaks and accepted by the City. Maintenance of Parcel HP-2 remains a Landowner obligation until accepted by the City. Landowner shall not be obligated, due to this dedication or grant of license, to fund any costs to improve or maintain the Hewlett-Packard Greenway park and landscaping improvements to be installed within Parcel HP-2. No park fees, taxes or assessments shall be required to be paid or levied or assessed against the HP Property for purposes of funding construction or maintenance of the park improvements within the Hewlett-Packard Greenway in connection with or as a condition of any development of the HP Property consistent with Entitlements. The costs of any such park installation and/or maintenance with Parcel HP-2 shall be funded solely from development within the Campus Oaks Property and/or the City's funding sources for the construction and maintenance of city-wide park improvements. BBC Roseville Oaks, LLC: Parks, Open Space, and Bike Trails. A total of 18.2 acres of active park land (9.5 acres of which will be dedicated by Landowner and 8.7 of which will be dedicated by Hewlett-Packard pursuant to the Third Amendment), 2.19 net acres of paseo and 1.7 additional acres of open space (to be combined and consolidated with the 44.65 acre existing open space Preserve previously granted to the City by Landowner's predecessor-in-interest, Hewlett-Packard, pursuant to the terms of the Development Agreement) will be dedicated to the City in connection with the development of this Project. Landowner will also pay fees for construction of park and trail improvements, and construct park frontage, paseo and park improvements as set forth in this Section. To facilitate the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges that, pursuant to the Third Amendment, Hewlett-Packard will be offering to dedicate Parcel HP-2 to the City to be credited against the Campus Oaks' park land dedication requirement and to facilitate Landowner's installation of the neighborhood and city-wide park improvements planned for Parcels HP-2 and CO-64 (the "HP2/CO64 Park") as described in and consistent with the Master Plan. As provided in the Third Amendment, the City will not accept Parcel HP-2 until the HP2/CO64 Park improvements are completed by Campus Oaks as provided herein and accepted by the City, and Hewlett-Packard will continue to own Parcel HP-2 and be responsible for all maintenance obligations related thereto until the Park improvements are completed. In consideration of the benefits to be derived by the Campus Oaks Property from this coordinated development with the HP Property, including without limitation, the park dedication and improvement credits that will be allocable to the Campus Oaks Property associated with the dedication and development of the HP2/CO64 Park, Landowner agrees that the Campus Oaks Property shall be solely responsible for all the costs to design and construct the park improvements to be installed within the HP2/CO64 Park in accordance with the terms hereof. The park plans contained in the Master Plan are conceptual only. Further refinements
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	and a final design for the HP2/CO64 Park shall be reviewed and approved by the Parks & Recreation Commission and City Council separate from the City's approval of the HP Campus Oaks Master Plan Amendment. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, open space and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.1
Title	Park and Open Space Dedications Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall dedicate to the City the following three (3) park parcels, two (2) paseo parcels and two (2) additional open space parcels as described below and shown in Exhibit B and Exhibit K: A. A 5.04 net acre, more or less, portion of the Campus Oaks Property for the purposes of a public park, shown as Parcel CO-61; B. A 2.62 acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-62; C. A 1.84 net acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-64; D. A 0.84 net acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-63; E. A 1.35 acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-65; F. A 0.84 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-81; and G. A 0.86 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-82. City acknowledges that, in addition to the foregoing dedications, the prior dedication by Hewlett-Packard of the 44.65 acres of open space shall be credited against the open space dedication requirements for the Campus Oaks Property. Furthermore, Hewlett-Packard's agreement to dedicate approximately 8.7 acres of the HP Property for the HP2/CO64 Park adjacent to the Campus Oaks Property (as more particularly described in the Third Amendment and Master Plan and designated as Parcel HP-2 of the HP Property), in combination with Landowner's dedication of Parcel CO-64, shall be credited as collectively providing 2.16 acres of neighborhood park and 8.38 acres of City-wide park against the park land dedication requirements for the Campus Oaks Property, based on the mix of amenities to be provided thereby. Landowner shall dedicate the foregoing park lands, paseos and open space parcels within the Campus Oaks Property on the face of the Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) of such park lands, paseos and open space parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject sites has been recorded. Landowners acknowledges that the City shall not

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	be obligated to accept the IOD for Parcels HP-2 and CO-64 prior to Landowner's completion of the turn-key park improvements required hereunder. City shall accept the dedication of each of the other park lands and paseo parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) required to serve the dedicated lands are completed by Landowner and either (i) City is prepared to improve and maintain the site or (ii) the improvement thereof has been completed by Landowner pursuant to a park development agreement between the City and Landowner. City shall accept the dedication of the open space parcels after formation of the Public Services CFD described herein that includes funding for the maintenance by the City of such open space parcels. Maintenance of these properties remains a Landowner obligation until accepted by City. In the event the Landowner uses any of the above mentioned Parcels for temporary construction activity or staging (e.g., construction equipment parking, dirt/debris stockpiling, etc.), Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.2
Title	Construction of Park Improvements Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Landowner shall construct all park improvements for the HP2/CO64 Park to be located on Parcel CO-64 and Parcel HP-2 in accordance with the terms of this Agreement and in accordance with public project regulations and requirements. Paseo improvements to be located on Parcels CO-63 and CO-65 shall be constructed as and when required by the conditions of the subsequently approved tentative small lot residential map that includes such Parcels. Prior to Landowner's construction of the park improvements for the HP2/CO64 Park, the parties shall enter into a separate park development agreement for the construction thereof and appropriate credits against and reimbursement from the applicable neighborhood and City-wide park fees to be generated or provided by such construction. The construction of paseos will not be eligible to receive park fee credits or reimbursement. 3.2.2.A The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B ("Phases B and C"). In particular, the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6, CO-7, CO-11, CO-12, CO-13, CO-14 CO-16, CO-23, CO-24a, CO-24b (the "Phase B and C Parcels"). BBC Roseville Oaks, LLC: Amendment #5 3.2.2.A The HP2/C064 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on Exhibit B ("Phases B and C"). In particular; the HP2/C064 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6; CO-7, CO-11, CO-12, CO-13, CO-14, CO-16, CO-24a, and CO-24b (the "Phase B and C Parcels"). 3.2.2.B The park facilities for the HP2/CO64 Park shall be constructed and improved pursuant to a separate park development agreement and according to a park master plan for the HP2/CO64 Park to be prepared by Landowner and approved by the City.

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	These park facilities shall be designed in accordance with the design standards for such facilities and improvements described in the City's Park construction standards. Landowner and the City shall use good faith efforts to provide copies of the draft master plan to Hewlett-Packard for review and input by Hewlett-Packard's Site Council, provided final approval thereof shall be made by the City. The improvement plan for this park site shall include detailed construction plans, specifications and drawings for the site to be approved by the City. Landowner shall be responsible for all costs associated with the approval of the plan, including the costs of preparing the required final master plan, construction plans and drawings. <u>3.2.2.C</u> The estimated cost for the design and installation of the park improvements for the HP2/CO64 Park are set forth in the Park Financing Plan and have been used to establish the neighborhood and city-wide park fees for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimate shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index"). Landowner shall bid the work using a City list of pre-qualified park contractors for the park. If the bid amount for the work, together with all design and other park improvement costs then incurred by Landowner, exceeds the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park site to reduce the cost of the work to be installed by Landowner to 108% of such adjusted cost estimate or (ii) agree to pay its share of the cost of the improvements in excess of 108% of such adjusted cost estimate, as such costs are incurred by Landowner. <u>3.2.2.D</u> Since the Master Plan graphic is merely conceptual, Landowner shall submit a final and approved master plan to the City for improvement of the HP2/CO64 Park prior to the issuance of the building permit for the 75th residential unit within the Phase B and C Parcels and shall commence construction of the park improvements for the HP2/CO64 Park in accordance with the approved park improvement plans prior to the issuance of the building permit for the 150th residential unit within the Phase B and C Parcels. Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of Section 5.3 below, to complete the construction of its improvements to the HP2/CO64 Park within one hundred fifty (150) business days of the date of commencement of such improvement, not including the establishment period as defined in the City's park construction standards. Landowner acknowledges that development of each Phase B and C Parcels will be dependent on compliance with the foregoing schedule. Accordingly, if the design and construction schedule for the HP2/CO64 Park is not satisfied, the City MAY DENY BUILDING PERMITS WITHIN ANY PHASE B OR PHASE C PARCEL, whether or not the ownership thereof is under a single owner or multiple owners. City acknowledges and agrees that any failure to comply with such schedule shall not affect the rights of Landowner to proceed with the construction of units for which building permits have been issued by City within Phases B and C and shall not limit the rights of Landowner to develop within any other Phase of the Campus Oaks Property. BBC Roseville Oaks, LLC, as Landowner, further acknowledges and agrees that, notwithstanding anything else to the contrary in this Agreement or in any assignment of this Agreement, with respect to the obligations under this Section 3.2.2, BBC Roseville Oaks, LLC shall be responsible for the design and construction of the park improvements for the HP2/CO64 Park as and when required hereunder and shall
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	remain responsible therefor notwithstanding any subsequent sale or transfer of any Phase B or Phase C Parcel and notwithstanding any assumption of such obligations by any successor in interest to BBC Roseville Oaks, LLC, unless the City expressly agrees, in writing, to release BBC Roseville Oaks, LLC, from any of such design or construction obligations under this Section 3.2.2. To assist City in monitoring compliance with the applicable park design and construction schedule, as and when Landowner applies for building permits within a Phase B or Phase C Parcel, Landowner shall give written notice to the Parks Department, indicating the number of units involved in the permit request and the total number of building permits which have then been issued for the Phase B and C Parcels, as well as the status of the design and/or construction of the HP2/CO64 Park. <u>3.2.2.E</u> Park improvements constructed by Landowner for the HP2/CO64 Park shall include all utilities and all landscaping and irrigation necessary to serve the park improvements to be located therein. <u>3.2.2.F</u> Upon satisfactory completion of such park improvements for the HP2/CO64 Park by Landowner, City shall accept the dedication of the HP2/CO64 Park and assume the ownership and maintenance thereof.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.3
Title	Financing and Improvement Agreements for Parks Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: The construction of improvements to parks within the Campus Oaks Property, and also the construction of the HP2/CO64 Park improvements adjacent to the Campus Oaks Property within Parcel HP-2 of the HP Property, shall be financed through neighborhood and City-Wide park fees established for the Campus Oaks Property by this Agreement. The plan to finance the construction and operation of such park improvements is generally set forth in Exhibit L attached hereto (the “Parks Financing Plan”). i. <u>Financing for Neighborhood Parks.</u> The construction budget for each parcel shall be as allocated in the Park Finance Plan, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average, averaged with the San Francisco Construction Cost Index (the “CCI”). ii. <u>Financing of Paseos.</u> No funding is included in the Park Financing Plan for the development of the paseos. Financing for the maintenance of the paseos shall be provided through the Public Services CFD described in Section 3.23 below. iii. <u>Maintenance District Financing.</u> Pursuant to Section 3.23 below, Landowner shall support the formation of the Public Services CFD defined therein. Among other things, the Public Services CFD shall be authorized to levy special taxes on the Campus Oaks Property to provide maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks Property and the neighborhood park components within the HP2/CO64 Park. Maintenance of the city-wide park components to be installed within the HP2/CO64 Park shall be the responsibility of the City from and after City acceptance of the fully developed park.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.4

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Title	Neighborhood Park Fee Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particular shown on Table A-3 of the Park Financing Plan, such neighborhood park fee shall be \$3,177 per Low Density, Medium Density and High Density Residential Units, and \$2,097 per High Density Apartment Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/CO64 Park. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Parks Fee. City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, City shall require supplemental neighborhood in lieu fees to fund such shortfall from the rezoned parcel(s). BBC Roseville Oaks, LLC: Amendment #5 In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particularly shown on Table A-3 of the Park Financing Plan, such neighborhood park fee shall be \$3,804 per Low Density; Medium Density and High Density Residential Units, and \$2,511 per High Density Apartment Residential unit (but excluding the 87 Affordable High Density Apartment Residential Units set forth in Section 2.5.2 and carriage units, which shall not pay neighborhood park fees), subject to annual adjustment on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/C064 Park. The Neighborhood Park Fee, as calculated herein, was initially figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Park Fee based upon 242 LDR, 310 MDR and 396 HDR dwelling units. Upon Landowner's application for an amendment to the Development Agreement, and if the distribution of dwelling unit types changes, Landowner shall, in consultation with the City, conduct a review and reassessment of the Park Master Plan and corresponding Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement. As a result of such review and reassessment, and if deemed appropriate by the City, City may adjust the fee upward or downward based on the change in mix of units planned for the Campus Oaks Property and any change in the planned level of neighborhood park facilities deemed necessary to serve the residents within the Campus Oaks Property.

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	Thereafter, City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, if not otherwise mitigated by the development to the City's satisfaction, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s). At the completion of all residential and neighborhood park development, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Campus Oaks Property, refund to Landowner such remainder fees. i. <u>Neighborhood Park Frontage Improvements.</u> When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements, which shall include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs, but shall not be required to include sidewalk or landscaping. The cost of this work is not included in the Neighborhood Park Fee and accordingly Landowner shall not be entitled to any reimbursement from the Neighborhood Park Fee for such frontage improvements. City acknowledges that the cost of sidewalks within the park sites is included in the Neighborhood Park Fee. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Master Plan and upon mutual consent of the City and Landowner. Landowner shall be entitled to a reimbursement for the sidewalk costs installed by Landowner, provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have or expect to have sufficient funds to reimburse Landowner within sixty (60) days prior to commencement of completion of the applicable frontage improvements, the sidewalk improvements shall be deferred to be included as part of the adjacent park improvements and Landowner shall be released from any obligation to construct such sidewalk improvements in connection with the adjacent frontage improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. All frontage improvements, including any sidewalks, shall be constructed consistent with City standards.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.5
Title	City-wide Park Fee Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: In consideration of Landowner's commitment to build the park improvements for the HP2/CO64 Park, including city-wide park components, a city-wide park fee credit shall be applied in lieu of payment of city-wide park fees per dwelling unit, typically due at building permit. The value of the city-wide park fee credits shall be consistent with the budget outlined in the Parks Financing Plan (Exhibit L).
Department	Parks Department
Status	Ongoing obligation
Section	3.2.6
Title	Bike Trail Construction

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	Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Campus Oaks Property as shown on Exhibit I (the "Bikeway Master Plan") and described in the Master Plan. Bike trails shall be constructed to City standards as and when Landowner develops the Parcels within the Campus Oaks Property adjacent to such bike trails. The sections of bike trail to be installed upon development of such parcels are generally shown on Exhibit I. The entire length of bike trail along Parcel CO-3 shall be graded at the time that the parcel develops, with the installation of the bike trail improvements per Exhibit I. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of the open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance. The project shall fund an amount of \$318,000 for the design and construction of the off-site bike trail construction as shown on Exhibit I and generally shown as "Future by Others." This money will be included as part of the "Community Facilities District – Public Facilities (Project Infrastructure)" bond sale proceeds and will be paid directly to and retained by the City for such bike trail improvements.
Department	Parks Department, Alternative Transportation
Status	Ongoing obligation \$318,000 still due
Section	3.2.7
Title	Entire Park Land Obligation Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: The City agrees that the provisions of the Master Plan and the commitments contained herein, together with Hewlett-Packard's previous dedication of the 44.6 acres of park/preserve property and commitment to dedicate Parcel HP-2 for the HP2/CO64 Park, satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Campus Oaks Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.8
Title	Open Space Improvements Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work shall be payable solely by Landowner, without any fee credits or fee reimbursements. The parties also acknowledge that, subject to the City's review and consent, Landowner may allow certain Indian artifacts to be repatriated into Parcel CO-82 prior to the City's acceptance thereof, which City agrees will not interfere with the City's acceptance thereof."
Department	Parks Department
Status	Ongoing obligation

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Section	3.3.2
Title	Public Utility Easement/Sidewalk/Pedestrian Access Easement Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Blue Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility easement for public utility purposes along Blue Oaks Boulevard from Foothills Boulevard to the western most point of LANDOWNER's property. Upon approval of the first building permit for a building to receive electrical service from facilities to be located on Woodcreek Oaks Boulevard or upon earlier request of CITY, LANDOWNER shall grant and convey to CITY a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Property. LANDOWNER shall grant and convey to CITY simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall grant and convey to City a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Campus Oaks Property. Landowner shall grant and convey to City simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10.
Department	Electric Department
Status	PUE Granted not electric requirement for pedestrian easement
Section	3.3.3
Title	On-Site Public Electrical Circuits
Obligation	Hewlett Packard Company: Concurrently with the construction of any portion of Collector A or Collector B, shown on Exhibit "C" hereto, which may serve in part as public roadways in the future to serve the Northwest portion of the Property, LANDOWNER agrees to construct on-site electrical circuits and facilities to then current CITY standards to serve the street lights and landscaping improvements to be installed within the potential future rights-of-way therefor, such that the electrical service needs for such improvements can be provided by a public circuit, independent of the private circuits located and to be located within the Property, if and when such roadways are dedicated to CITY. The design of such circuits shall be included as part of the improvement plans for such roadways. In the event LANDOWNER offers to dedicate any portion of Arterial A or of Collector A, B or C to CITY for right-of-way purposes, and LANDOWNER has not installed on-site public electric circuits to CITY standards,

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	CITY may require LANDOWNER to do so prior to accepting any such offer.
Department	Electric Department
Status	Ongoing obligation
Section	3.3.7
Title	Retail Power Purchase Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: As a material condition to the validity of this Agreement, LANDOWNER shall have entered into a power purchase agreement with the CITY wherein LANDOWNER agrees to purchase, for a specified term, all of the electric power required by its operation in Roseville exclusively from CITY's electric utility, at the retail rate and upon the terms as set forth in the agreement. The power purchase agreement shall be a separate agreement here from, and shall provide for such commercially reasonable terms as the parties may determine to govern the conditions of service, and for a process of amendment which does not involve a requirement that this Agreement be amended. In the event the parties fail to enter into a Power Purchase Agreement by August 31, 1996, the City Council may take action to suspend the rights and benefits granted hereunder to LANDOWNER until such future date as a Power Purchase Agreement is executed; provided, however, that the parties may extend any date or waive the requirements of this section upon mutual written consent, without further amendment of this Agreement being required. BBC Roseville Oaks, LLC: Amendment #4 Electric Efficiency and Demand Reduction. In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: i. All residential dwelling units will install residential air conditioning units with, as a minimum standard, a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12.5 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Utility Director or designee. ii. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee.
Department	Electric Department

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Status	Ongoing obligation
Section	3.3.8
Title	Electric Vehicle Ready Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Every garage of each single family home shall be designed and improved as “Electric Vehicle Ready”. To facilitate this use, all garages for single-family units shall either include a ¾” conduit raceway to a spare electric box that is sized for a future 40-amp, 220v outlet, with labeling of the availability thereof, or include a 40-amp, 220v outlet, wired with an acceptable gauge to provide such service. A 40-amp, 220v breaker space must be available in the electrical panel.
Department	Electric Department
Status	Ongoing obligation
Section	3.4
Title	Drainage Improvements Amendment #1 – Ord. #3665 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: <u>3.4 Drainage Improvements.</u> LANDOWNER shall provide on-site drainage improvements as provided in this section. <u>3.4.1 Master Drainage Impact Study.</u> Prior to approval of improvement plans for the first new building in the undeveloped northern or southern watershed on the Property to be constructed after execution of this Agreement, LANDOWNER shall prepare a Master Drainage Impact Study for its on-site drainage facilities to the satisfaction of the City Engineer. The Master Drainage Impact Study shall identify the size and location of all major drainage facilities proposed for the Property relative to drainage impacts and shall be accompanied by all supporting technical information and calculations. <u>3.4.1 Drainage Impact Studies.</u> Prior to the approval of improvements for each new building to be constructed within the Northern Watershed (as such Watershed is described in Section 3.4.4 below), Landowner shall prepare a separate Drainage Impact Study. The Drainage Impact Study shall evaluate the size and location of all necessary on-site drainage facilities required for the conveyance of on-site storm water. Each Drainage Impact Study shall quantify the cumulative effect of all the development within the Northern Watershed and shall demonstrate that the existing temporary drainage basin has available capacity to adequately detain the additional storm water run-off associated with the "new" development to pre-project discharge rates. At such time as when the existing temporary drainage basin reaches capacity and is inadequate to provide proper storm water detention, the permanent drainage basin shall be built concurrently with any new construction activities within the Northern Watershed. The drainage impact studies shall be accompanied with all supporting technical information and calculations and shall be completed to the satisfaction of the City Engineer. Prior to approval of improvements for the first new building to be constructed after execution of this Amendment within the Undeveloped Southern Watershed (as such watershed is described in Section 3.4.4 below), Landowner shall prepare a Master Drainage Impact Study for the on-site drainage facilities for the Watershed to the satisfaction of the Public Works Director/City Engineer. The Drainage Impact Study shall identify the size and location of the major drainage facilities proposed for the Undeveloped Southern Watershed within the Property relative to drainage impacts, and shall be accompanied by all supporting technical information and calculations.

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	BBC Roseville Oaks, LLC: Amendment #4 Landowner has prepared an updated drainage impact study for the Campus Oaks Property that evaluates the size and location of all necessary on- site drainage facilities required to treat and convey all storm water from the Campus Oaks Property to current City Standards. The updated drainage impact study includes a full description of Low Impact Development (LID) and Hydro-modification per the requirements of the City's State-issued NPDES permit. Full capture of trash will be required as and to the extent required by applicable City and state standards and the City's State-issued NPDES permit, for all storm water leaving priority land uses as defined within the permit. Subsequent drainage analysis will accompany the approval of future entitlement requests and shall be used as the basis of construction drawings.
Department	Engineering Division and Engineering Department
Status	Ongoing obligation
Section	3.4.3
Title	Storm Drains
Obligation	Hewlett Packard Company: LANDOWNER shall construct storm drain mains and laterals in accordance with CITY's then current improvement standards and shall provide laterals to serve all buildings on the Property. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4.4
Title	Detention Basins Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, The "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the northwest corner of the Property as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the Master Drainage Impact Study. Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the

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	construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. If LANDOWNER elects to construct the Temporary Basin, then up to fifty percent (50%) of the land within the Undeveloped Northern Watershed may be developed by LANDOWNER in reliance upon LANDOWNER's construction of the Temporary Basin. Thereafter, if and when LANDOWNER applies for a building permit which, in the aggregate, will develop more than fifty percent (50%) of the land within the Undeveloped Northern Watershed, LANDOWNER shall construct the Northern Detention Basin. Alternatively, if and when any other development (either within the Property, by CITY or by others) requires the construction of Woodcreek Oaks Boulevard such that the remaining portion of the Temporary Basin is not then adequate to serve the drainage needs of the Undeveloped Northern Watershed then developed or proposed to be developed by LANDOWNER, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. If any development of the commercial site located at the northwest corner of the Property is proposed by LANDOWNER prior to construction of the Northern Detention Basin, such development shall be designed both to accommodate continued surface water drainage to the Temporary Basin located at such site and preserve LANDOWNER's ability to ultimately construct the Northern Detention Basin. At the time of issuance of a building permit for any such northwest commercial development, LANDOWNER shall provide reasonable assurances to CITY that LANDOWNER has retained adequate access across such site for purposes of its future construction of the Northern Detention Basin. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Grove Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY. 3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the north portion of the property between Collector B and Collector C as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the drainage impact studies.
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	Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. LANDOWNER may develop the Undeveloped Northern Watershed relying on the Temporary Basin until such time as the Temporary Basin is no longer adequate to serve the drainage needs of the Undeveloped Northern Watershed, based upon the studies provided as required by section 3.4.1. At which time, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY. Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – delete all reference to Northern Detention Basin and Undeveloped Northern Watershed</i> Quality Investment Properties: Amendment #6 – delete all reference to Northern Detention Basin and the Undeveloped Northern Watershed. 3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the north portion of the property between Collector B and Collector C as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the drainage impact studies.
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	Upon the issuance of a building permit for the construction of any structure or buildings within the Undeveloped Southern Watershed, LANDOWNER shall commence construction of the Southern Detention Basin and complete construction in a timely manner. Provided, however, LANDOWNER shall not be obligated to construct the Southern Detention Basin in order to construct road improvements or utilities within the Undeveloped Southern Watershed or in connection with the construction by CITY of either the well site or the electrical substation that may be located therein. Upon the issuance of a building permit for the construction of any structure or building within the Undeveloped Northern Watershed, LANDOWNER shall commence construction of either the Temporary Basin or the Northern Detention Basin, as required hereby and complete construction in a timely manner. LANDOWNER may develop the Undeveloped Northern Watershed relying on the Temporary Basin until such time as the Temporary Basin is no longer adequate to serve the drainage needs of the Undeveloped Northern Watershed, based upon the studies provided as required by section 3.4.1. At which time, LANDOWNER shall construct the Northern Detention Basin. When the Northern Detention Basin is constructed, any requirement to maintain the Temporary Basin for detention purposes shall terminate and the Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.4.6
Title	Flood Water Conservation Easement Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: Prior to additional building plan approval for new facility construction in excess of 20,000 square feet upon HP property, Landowner shall dedicate to the City a Flood Water Conservation Easement for that extent of the 100-year floodplain for the unnamed tributary to the South Branch of Pleasant Grove Creek that runs along the southern end of the site (referred to as the "HP Tributary") affecting Lot 26 (HP-1) and Lot 27 (HP-3). The Landowner shall continue to be responsible for the maintenance of the floodplain with rights to the City to access and perform maintenance if needed at any time in the future. Prior to issuance of the building permit for such new facility; Landowner shall enter into a drainage maintenance agreement with the City to confirm Landowner's continued obligation to maintain such floodplain and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner's cost, in the event Landowner fails to adequately maintain such floodplain improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5

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Title	Water Systems Improvements
Obligation	Hewlett Packard Company: <u>3.5 Water System Improvements.</u> LANDOWNER shall provide improvements to the potable water system as provided in this section. <u>3.5.1 Finance of Water Supply.</u> LANDOWNER shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except for the payment of water connection fees levied and collected by CITY at the time of development pursuant to the existing CITY ordinances; provided however, CITY shall not be precluded from imposing on future development of the Property a pro rata "fair share" special benefit area water connection fee which is specifically developed and adopted to pay for those improvements which are associated with the oversizing of the water transport system which benefits the Property and other properties in the Roseville North Industrial Area and the Northwest Roseville Specific Plan and which were constructed, or are still to be constructed, and which were financed as part of the North Central Roseville Specific Plan infrastructure improvements; provided, however, in calculating any such fee to be paid by LANDOWNER, CITY shall consider in its formulation of the fee: 1) the previous financial contributions by LANDOWNER towards the construction of the existing water infrastructure serving properties in the North Industrial Area and the Northwest Roseville Specific Plan, and; 2) the statements or representations made by CITY associated with previous land use approvals for the Property as to the then-existing and projected water line capacity which would be, or would become available to serve the Property.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2
Title	On-Site Water Lines Amendment #3 – Ord. #5533 – deleted section Amendment #4 – Ord. #5334
Obligation	Hewlett Packard Company: LANDOWNER shall construct all on-site water lines, including those major on-site transmission mains shown on Exhibit "F", as and when required for development within the Property. All such improvements, including mains and flow monitoring stations, shall be constructed pursuant to CITY's Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said Exhibit "F." Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Property shall at all times be supplied by a loop system. LANDOWNER shall install backflow devices to CITY's then current specification at each point where a non-City on-site water line joins CITY-owned water supply system. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall construct all on-site water lines, including those major on-site transmission mains shown on Exhibit E, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. All such improvements shall be constructed pursuant to City's Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City

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	for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said Exhibit E, subject to any revisions thereto as deemed necessary by the City to serve development of the Campus Oaks Property based on any water master plan updates required by the City in connection with Landowner's development. Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Campus Oaks Property shall at all times be supplied by a loop system. Landowner shall install backflow devices to City's then current specifications at each point where a private on-site water line joins the City-owned water supply system.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5.2.A
Title	Phasing of On-Site Lines Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit "F". All development, including the existing campus adjacent to Foothills Boulevard, will be served by the City of Roseville's existing 24" water line. Development of the property north of Collector A will extend a 12" water main along Collector A, as such Collector is extended into the Property. This line will serve all property located north of Collector A and east of Collector B and will eventually be connected to a 16" water line that will be extended southerly along Collector B from a connection to the 24" water line proposed to be constructed in Blue Oaks Boulevard by others. The 16" line will extend southerly along Collector B, which will serve the development of all property located to the west of Collector B. At the time the 16" line has been extended along Collector B to Arterial A, then a 12" water line will be extended southerly along the existing south campus loop, connecting to the existing 12" line at Foothills Boulevard, thereby completing an internal water loop from Foothills Boulevard to Blue Oaks Boulevard. Additional 12" water lines will be extended westerly from Collector B, along Collector A and Arterial A, and provide connection to a future 24" water line to be constructed in Woodcreek Oaks Boulevard by others. CITY shall have no right to require any changes, modifications or increases in the on-site water line system described above, provided LANDOWNER may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director. BBC Roseville Oaks, LLC: Amendment #4 The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit E, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. All development will be served by the City of Roseville's existing 24" water line. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the water lines shown on Exhibit E will be located, Landowner shall be obligated to install the water lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to construct all of HP Way within the Campus Oaks Property prior to recordation of the first small-lot subdivision map or issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the water lines proposed to be located within HP Way concurrently with its construction thereof. Except as provided above based on any water master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site water line system set forth in Exhibit E, provided Landowner may request changes thereto, subject to the reasonable review

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	and approval of the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2.B
Title	Review of Plans for Adjacent 24" Water Lines Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: CITY shall provide LANDOWNER with the right to review the plans to be prepared by others for the construction of the 24" line within Blue Oaks Boulevard and within Woodcreek Oaks Boulevard. LANDOWNER shall have the right, upon such review, to request that certain "T" joints be sized and installed at the following points along such lines to serve development within the Property the intersection of Blue Oaks Boulevard with Collector B or Collector C and the intersection of Woodcreek Oaks Boulevard with Arterial A or Collector A. LANDOWNER shall be responsible for the payment of the actual hard cost of including such "T" joints as part of the construction of such lines, consisting of the identifiable and commercially reasonable costs of design, engineering and construction actually incurred for such work. In the event any such water line is being constructed by a third party, CITY shall coordinate and assist LANDOWNER with arranging for inclusion of the "T" joints in the work by the third party; provided, however, the terms of payment of the hard costs as defined above shall be a matter to be determined by the parties on a commercially reasonable basis. BBC Roseville Oaks, LLC: Amendment #4 Landowner shall offer to dedicate to City a public utility easement for the ownership and maintenance of all water lines to be installed within the Campus Oaks Property, and City shall accept such lines, subject to improvement of the water lines to the then current City standard. In the event Landowner subdivides any portion of the Campus Oaks Property, all lots or parcels created by such subdivision shall be required to be served with water service from a City-owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by City. Until City accepts any such public utility easement(s), Landowner shall be responsible for maintenance of all on-site water lines and facilities and backflow devices.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2.C
Title	Public Utility Easements Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: At LANDOWNER'S discretion, LANDOWNER may offer to dedicate to CITY a public utility easement for the ownership and maintenance of any such water lines, and CITY may accept, accept subject to improvement of the water lines to the then current CITY standard, or reject said easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with water service from a CITY owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by CITY. LANDOWNER shall also grant, upon request of CITY, a public utility easement for the 24" water line to be installed within Woodcreek Oaks Boulevard. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site water lines and facilities and backflow devices. BBC Roseville Oaks, LLC:

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	Amendment #4 Landowner hereby offers to dedicate to City a groundwater well site in the area within the Campus Oaks Property referred to as Parcel CO- 76 and generally shown on Exhibit F attached hereto (the "Well Site"). As shown thereon, the Well Site is adjacent to and shall have access to the 16" water line to be installed within Painted Desert Drive. The Landowner shall be responsible for the construction of a monitoring well for determining water production and quality. The Landowner shall contact the City prior to construction of the monitoring well to receive approval from the City Environmental Utilities Director on the associated construction and sampling plans. The monitoring well shall be commenced prior to the issuance of the first building permit. The production well casing will be designed for Aquifer Storage and Recover (ASR) purposes. Financing for the costs of the production well are included in the City Water Department's CIP program and as such the City shall be responsible for constructing the production well and the above ground improvements such as pumping, treatment and well building facilities. It is the intent of this Section 3.5.2.C (and the Parties) that the groundwater well location identified within the Campus Oak Master Plan be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowner shall, at its own cost, work with the City to relocate the site within the Campus Oaks Master Plan until these objectives are satisfied. If no satisfactory site can be identified within the Campus Oaks Master Plan, and upon approval from the City Environmental Utilities Director, an off-site location may be identified and the monitoring well drilled at the alternative site at Landowners expense. All conditions set forth in this Section 3.5.2.C shall remain in force. Landowner shall offer to dedicate to City, without compensation and upon recordation of the Large Lot Map, the Well Site identified as Parcel CO-76. Landowner shall be responsible for installing all frontage improvements to Parcel CO-76, including storm drainage, water, wastewater, electric and fiber. The storm drain shall be sized with sufficient capacity to enable flows up to 1,800 gallons per minute to facilitate flushing the water well. The use of such Well Site shall be limited for the purpose of constructing and maintaining an ASR groundwater well for potable water storage recovery and appurtenant uses. The term of this dedication shall commence upon the Effective Date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from City that it will not need the Well Site for potable water purposes, whichever occurs first.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.3
Title	Water Conservation Measures Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner and its successors shall implement a Water Conservation Plan included as Exhibit M to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Campus Oaks Property and measures to ensure water conservation objectives are achieved in perpetuity subject to approval of the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Weather Based Smart Irrigation Controllers, re-circulating hot water systems, and turf limitations,

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	and shall be disclosed to each purchaser of real property within the Campus Oaks Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.5
Title	Water System Sequencing Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Water system facilities shall be constructed as required by the City and concurrently with the construction of the road improvements described in Section 3.8 of this Agreement. Extensions into the neighborhoods will be completed with their respective development. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.6
Title	Public Utility Easements Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.7
Title	Disclose to Buyers Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall disclose to all residential and nonresidential buyers that the Campus Oaks 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 Campus Oaks Property. The disclosure shall describe the location of the groundwater well. As further disclosure Landowner shall install signage at the Well Site on Parcel CO- 76 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.8
Title	Water Softeners Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: As part of its development of the Campus Oaks Property, Landowner and its successors shall not provide water stub outs for the installation of water softeners.

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Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6
Title	Sewer Improvements Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: LANDOWNER shall provide on-site improvements to the sewer system as provided in this section, and as shown on Exhibit "G". LANDOWNER shall have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except for the payment of sewer connection fees levied and collected by CITY at the time of development pursuant to the existing CITY ordinances. <u>3.6.1 Improvement Standards.</u> All sanitary sewer improvements shall be constructed pursuant to CITY's then current Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then current plan check and inspection costs as incurred by CITY for review and inspection of any such improvements. All sewer system improvements shall include protection from hydrogen sulfide generated corrosion.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.2
Title	Phasing of On-Site Lines/Interim Connections Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5533 – Section Deleted Amendment #6 – Ord. #5829 – Sewer Improvements
Obligation	Hewlett Packard Company: As shown on Exhibit "G", the areas of the Property for purposes of sewer service are divided into the Northeast Area Interim Sewer (the "Northeast Area") and the balance of the Property to be developed. Development of the Northeast Area, which contains a light industrial site and a 6.5-acre commercial site, will be sewerod on an interim basis by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property will require construction of the additional 12" and 15" sewer lines located west of the Northeast Area, as shown on Exhibit "G" (the "West Sewer Lines"), which will extend to the existing 21" gravity main along the southern boundary of the Property. CITY shall allow LANDOWNER to develop within the Northeast Area so long as capacity is available within the 10" main. CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 10" main, capacity will be presumed to be available as long as the flow in the main does not exceed fifty percent (50%) of its capacity and more than twenty-five percent (25%) of the land within the service area of the line remains to be developed. If twenty-five percent (25%) or less of the land within the service area of the line remains to be developed, and if the flow in the main still does not exceed fifty percent (50%) of its capacity, LANDOWNER may continue to utilize the 10" line unless CITY determines while processing development entitlements for any of the land within the remaining twenty-five percent (25%) of the service area that fifty percent (50%) of the capacity of the line will be needed to service the new development. In such case, CITY may demand that LANDOWNER install or complete its installation of the West Sewer Lines and install the additional 12" sewer line shown for the Northeast Area, so that all development within the Northeast Area can be served by such lines and the use of the 10" main can thereby be terminated. Upon any such demand of CITY, LANDOWNER shall use its best efforts to complete the design and construction of such lines within twelve (12) months of its receipt of such demand, provided the commencement and completion thereof shall be extended due to any

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	delays beyond LANDOWNER's reasonable control. For development within the Northeast Area, LANDOWNER shall pay the then-current sewer connection fee for Zone 8 of Sewer Special Benefit Area No. 2, in addition to such other sewer connection fees as may be applicable pursuant to section 2.4.2; provided, however, in the event the use by LANDOWNER of the 10" main becomes permanent under the conditions of the previous paragraph, then LANDOWNER shall, upon demand by CITY, pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 7 of Sewer Benefit Area No. 2. In the event CITY constructs sewer treatment facilities to the north or west of the Property, and such facilities may be reached by a gravity flow sanitary sewer main which connects or will connect with the West Sewer Line at the northwestern corner of the Property, LANDOWNER may connect to any such main and, if it has not already been constructed, need not construct the West Sewer Line along the western boundary of the Property. In the event, however, LANDOWNER constructs the West Sewer Line along the western boundary of the Property and thereafter utilizes it on a permanent basis, then LANDOWNER shall pay the then-current incremental difference in the fee between that for Zone 8 and that for Zone 9 of Sewer Benefit Area No. 2. As shown on Exhibit "G," the areas of the Property for purposes of sewer service are divided into the Northeast Area Interim Sewer (the "Northeast Area") and the balance of the Property to be developed. Development of the Northeast Area, as depicted, will be sewer by the existing 10" sanitary sewer located in Foothills Boulevard. Development of any portion of the remaining Property which cannot connect sewer directly into existing 36"/42" sewer lines along Woodcreek Oaks Boulevard will require construction of the additional 12" sewer line along Blue Oaks Boulevard to connect to the existing sewer lines located along the western boundary of the Property, as shown on Exhibit "G". CITY shall allow LANDOWNER to develop within the Northeast Area so long as capacity is available within the 10" main. CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 10" main, capacity will be presumed to be available as long as the flow in the main does not exceed fifty percent (50%) of its capacity and more than twenty-five percent (25%) of the land within the service area of the line remains to be developed. If twenty-five percent (25%) or less of the land within the service area of the line remains to be developed, and if the flow in the main still does not exceed fifty percent (50%) of its capacity, LANDOWNER may continue to utilize the 10" line unless CITY determines while processing development entitlements for any of the land within the remaining twenty-five percent (25%) of the service area that fifty percent (50%) of the capacity of the line will be needed to service the new development. In such case, CITY may demand that LANDOWNER install the 12" sewer line to connect to the existing 36"/42" sewer line along the west boundary of the Property as shown on Exhibit G so that all development within the Northeast Area can be served by such lines and the use of the 10" main can thereby be terminated. CITY's demand that LANDOWNER install the 12" sewer line shall be delivered to LANDOWNER in writing on or before August 1 of the calendar year in which such demand is made. Upon receipt of such demand, LANDOWNER shall use its best efforts to complete the design and construction of such lines by December 31 of the following calendar year, and completion thereof shall be extended due to any delays beyond LANDOWNER's reasonable control. For development within the Northeast Area, LANDOWNER shall pay the then-current sewer connection fee for Zone 8 of Sewer Special Benefit Area No. 2, in addition to such other sewer connection fees as may be applicable pursuant to section 2.4.2; provided, however, in the event the use by LANDOWNER of the 10" main becomes permanent under the conditions of the previous paragraph, then LANDOWNER shall, upon demand by CITY, pay the then-current incremental difference in the fee between
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	that for Zone 8 and that for Zone 7 of Sewer Benefit area No. 2. Quality Investment Properties Amendment #6 For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the planned construction of the sewer line within Painted Desert Drive by BBC Roseville Oaks, for which LANDOWNER has paid its fair share based upon the vested rights in Section 2.2 pursuant to a Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER, is designed to sewer the existing and future development of Parcel 2 and Parcel 3 consistent with the vested Entitlements to connect to the existing sewer lines in Woodcreek Oaks Boulevard in place of the 12" sewer line along Blue Oaks Boulevard. LANDOWNER shall have no obligation or right to construct the additional 12" sewer line along Blue Oaks Boulevard to sewer development of the Property. LANDOWNER and CITY hereby agree that except to the extent clarified herein, all other terms and provisions of Section 3.6.2 shall remain in full force and effect.
Department	Environmental Utilities
Status	The former 15" sewer line is now a 36" /42" sewer line along HP's western boundary and is complete. To date, the City has not requested HP to construct the 12" sewer line for the Northeast area. Ongoing obligation
Section	3.6.2.A
Title	Onsite Sewer Lines within Campus Oaks Property Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Landowner shall construct all on-site sewer lines within the Campus Oaks Property, including those major on- site transmission mains shown on Exhibit G, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. Sizing of pipes shall be as set forth on said Exhibit G, subject to any revisions thereto prior to construction thereof as deemed necessary by the City to serve development of the Campus Oaks Property and as may also be needed to serve planned development of other Property within the Master Plan Area based on any sewer master plan updates required by the City in connection with Landowner's development. If City requires such upsizing, City will be responsible for the costs of such upsizing in recognition that Landowner will be sizing the Infrastructure CFD financing to install the system described in Exhibit G. The sewer phasing plan for the Campus Oaks Property shall consist of the development and extension of the sewer transmission mains as shown on Exhibit G, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the sewer lines shown on Exhibit G will be located, Landowner shall be obligated to install the sewer lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to commence construction of all of HP Way within the Campus Oaks Property prior to issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the sewer lines proposed to be located within HP Way concurrently with its construction thereof. Except as provided above based on any sewer master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site sewer line system set forth in Exhibit G, provided Landowner may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director.

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	Landowner acknowledges that, if any sewer line, or portion thereof, is installed within the Campus Oaks Property by other owners within the Master Plan Area prior to Landowner's development of the Campus Oaks Property that requires such sewer line, Landowner will be obligated to reimburse such other constructing owner for its share of the cost thereof, or portion thereof then serving development of the Campus Oaks Property, in accordance with the reimbursement provisions related thereto in the Second Amendment. Similarly, if Landowner installs any sewer line improvements within Campus Oaks that are sized or used to serve development of other Parcels within the Master Plan Area, City shall use good faith efforts to cause the owner(s) of such benefitted Parcel(s) to reimburse Landowner for its share of the cost thereof consistent with the reimbursement provisions of the Second Amendment."
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	Hewlett Packard Company: All manholes shall be located so that they are accessible by CITY sewer maintenance vehicles.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.4
Title	Public Utility Easements Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: As and when LANDOWNER installs the West Sewer Lines within the Property, LANDOWNER shall grant to CITY a public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. As and when LANDOWNER installs on-site sewer lines within the Property, LANDOWNER may offer at LANDOWNER's discretion to dedicate to CITY a public utility easement for the ownership and maintenance of any such lines, and CITY may accept, accept subject to improvement of the sewer lines to the then current CITY standard, or reject said easements. In the event LANDOWNER subdivides any portion of the Property, all lots or parcels created by such subdivision shall be required to be served with sewer service from a CITY-owned sewer line located within an accepted public utility easement. Until CITY accepts any such public utility easement(s), LANDOWNER shall be responsible for maintenance of all on-site sewer lines and facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7
Title	Solid Waste Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: CITY acknowledges that LANDOWNER currently uses a private solid waste hauling service for its current operations within the Property and hereby confirms LANDOWNER's right to continue and expand the use of such private hauling service to any and all future development within the Property. CITY further agrees that should LANDOWNER, for any reason, be unable to use such private hauler or desire to terminate such private service, CITY will make its municipal hauling service available to LANDOWNER at the rates then in effect for comparable uses.

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	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall be required to utilize City of Roseville Solid Waste hauling services per the City of Roseville Municipal Code, Sections 9.12 and 9.17, and specifically Section 9.17.100 – Periodic refuse collection prohibited.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8
Title	Road Improvements Amendment #2 - Ord. #5548 Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Revised section 3.8.1.A & 3.8.1.B Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: <u>3.8.1 Blue Oaks Boulevard</u> 3.8.1.A LANDOWNER shall construct at its ultimate location the southerly thirty two feet (32') of pavement, the curb and gutter, the streetlights, and an eight foot (8') separate sidewalk, for Blue Oaks Boulevard, from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard as shown in cross-section in Exhibit C-1. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs an intersection with Blue Oaks Boulevard at Woodcreek Oaks Boulevard, Collector B or Collector C, or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Foothills Boulevard (or the most westerly point at which the improvements have then been completed) to the new intersection or the most westerly edge of the proposed new building improvements. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards for public streets. Quality Investment Properties: Amendment #6 "3.8.1. <u>Blue Oaks Boulevard</u>. Blue Oaks Boulevard frontage improvements for Parcel 3 will be completed pursuant to the Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER. Accordingly, Landowner shall only be responsible for the finished grading of the landscaped corridor adjacent to Blue Oaks Boulevard, the construction of an eight foot wide (8') separated sidewalk for Blue Oaks Boulevard frontage from its intersection with Foothills Boulevard to its intersection with New Meadow Drive, as shown in cross-section in Exhibit C-1, construction of a bus turnout, shelter pad and bus shelter on Blue Oaks Boulevard east of New Meadow Drive, and the completed landscaping and landscape irrigation within the fifty-foot wide (50') landscape set back adjacent to Blue Oaks Boulevard. With the approval of future development plans for Parcel 3, LANDOWNER will be responsible for the installation of all standard improvements associated with access to and from public roads, as determined by CITY. When LANDOWNER constructs an intersection with Blue Oaks Boulevard or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the sidewalk improvements from Foothills Boulevard to the western property boundary and the bus turnout, shelter pad and bus shelter. CITY may, at its sole discretion, allow for the construction of the sidewalk and landscaping to be phased. All improvements to be installed by LANDOWNER shall comply with CITY's

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	then current standards. The bus turnout, shelter and related improvements shall conform to CITY's then current standards. LANDOWNER and CITY may enter into a deferred improvement or other agreement based on a construction cost of ten thousand dollars (\$10,000) per shelter for future construction of the bus shelter (#282) on Blue Oaks Boulevard east of New Meadow Drive. A separate easement shall be dedicated to CITY for the bus shelter pad. The easement shall be drafted for approval and acceptance by CITY and recorded at the Office of the Placer County Recorder." BBC Roseville Oaks, LLC: Amendment #4 3.8.1. A (Completed) <i>Landowner shall construct the frontage improvements along Blue Oaks Boulevard consisting of curb, gutter and remaining asphalt to connect to the existing Blue Oaks Boulevard roadway improvements, streetlights, and electric trench to underground the existing 12kv electric line from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard, as shown in cross-section in Exhibit C-1. Unless otherwise constructed in part by the owner of Parcel 3 in connection with its development of Parcel 3 prior to development of the Campus Oaks Property, Landowner shall commence construction of the foregoing improvements along Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard within twelve (12) months of the first sale of bonds by the Infrastructure CFD (which will include the amount then estimated by the City to construct such improvements), subject to the City's good faith processing of the improvement plans for Blue Oaks Boulevard pursuant to this Agreement. Improvements to Blue Oaks Boulevard shall be completed within three (3) years from the earlier of the following: (1) sale of bonds by the first Infrastructure CFD acquisition; (2) if Landowner receives a building permit for a building located within three hundred feet (300') or less of the southerly right of way for Blue Oaks Boulevard; or (3) any roadway connection is made to Blue Oaks Boulevard, whichever occurs first. Provided, however, Landowner shall not be obligated to install any portion of the frontage improvements along Parcel 3 if and to the extent the installation thereof requires the cooperation of the owner thereof to provide construction access and right of way dedication to facilitate such construction and such necessary access and right of way dedication is not provided by such owner.</i> Sidewalk improvements shall not be required to be installed along Blue Oaks Boulevard within the Campus Oaks Property except in connection with the issuance of a building permit for a building within Campus Oaks Property within 300' or less of the Blue Oaks Boulevard right of way, in which case such sidewalk improvements shall be installed by the applicant for such building permit. All improvements to be installed by Landowner shall comply with City's then current standards for public streets. Auxiliary lanes, deceleration lanes and bus turnouts can encroach into the public utility easement (PUE)/landscape setback easement (LSE). 3.8.1. B In the event LANDOWNER constructs the improvements to Blue Oaks Boulevard as set forth in subsection (A) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the northerly fourteen feet (14') of pavement, consisting of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by LANDOWNER for the work. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. BBC Roseville Oaks, LLC:
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	Amendment #4 3.8.1.B In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection 3.8.1.A herein, Landowner shall construct the southerly one- half (1/2) of the landscape median in Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard, as shown in Exhibit C-1. In the event that the City has sufficient funds to pay for the costs of the northern one-half (½) of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the northern one-half (½) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work. 3.8.1.C In the event a third party constructs the improvements, or any portion thereof, to Blue Oaks Boulevard as set forth in subsection (A) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall: (1) construct the remaining portion of the pavement, if any, and the curb and gutter, streetlights and sidewalk when obligated to pursuant to subsection (A), above; and (2) reimburse, through CITY, the third party who constructed any portion of the southerly eighteen feet (18') of pavement, the curb and gutter, the street lighting or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (A), above, the hard costs thereof, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements. 3.8.1.D In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection (A) herein, LANDOWNER shall construct the southerly one half (1/2) of the landscape median in Blue Oaks Boulevard, as shown in Exhibit C-1, or execute a deferred improvement agreement for such construction in a form acceptable to CITY. Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – City Acknowledges that all required improvements to Foothills Boulevard have been completed.</i> 3.8.1 Blue Oaks Boulevard 3.8.1.A LANDOWNER shall construct at its ultimate location the southerly thirty two feet (32') of pavement, the curb and gutter, the streetlights, and an eight foot (8') separate sidewalk, for Blue Oaks Boulevard, from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard as shown in cross-section in Exhibit C-1. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs an intersection with Blue Oaks Boulevard at Woodcreek Oaks Boulevard, Collector B or Collector C, or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Foothills Boulevard (or the most westerly point at which the improvements have then been completed) to the new intersection or the most westerly edge of the proposed new building improvements. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards for public streets. 3.8.1.B In the event LANDOWNER constructs the improvements to Blue Oaks Boulevard as set forth in subsection (A) above, LANDOWNER shall be entitled to be
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	reimbursed by CITY for the hard costs of constructing the northerly fourteen feet (14') of pavement, consisting of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by LANDOWNER for the work. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. 3.8.1.C In the event a third party constructs the improvements, or any portion thereof, to Blue Oaks Boulevard as set forth in subsection (A) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall: (1) construct the remaining portion of the pavement, if any, and the curb and gutter, streetlights and sidewalk when obligated to pursuant to subsection (A), above; and (2) reimburse, through CITY, the third party who constructed any portion of the southerly eighteen feet (18') of pavement, the curb and gutter, the street lighting or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (A), above, the hard costs thereof, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements. 3.8.1.D In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection (A) herein, LANDOWNER shall construct the southerly one-half (1/2) of the landscape median in Blue Oaks Boulevard, as shown in Exhibit C-1, or execute a deferred improvement agreement for such construction in a form acceptable to CITY.
Department	Engineering Division
Status	Ongoing obligation 3.8.1.A is complete
Section	3.8.2
Title	Woodcreek Oak Boulevard Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Revised Section 3.8.2.E & 3.8.2.F
Obligation	Hewlett Packard Company: 3.8.2 Woodcreek Oaks Boulevard. 3.8.2.A Within one hundred eighty (180) days of execution of this Agreement, LANDOWNER shall execute an irrevocable offer to dedicate to CITY a fifty one foot (51') wide public right of way for Woodcreek Oaks Boulevard along the western boundary of the Property from the southerly point where Woodcreek Oaks Boulevard enters onto the Property to its intersection with Blue Oaks Boulevard. 3.8.2.B LANDOWNER shall construct at its ultimate location the easterly thirty two feet (32) of pavement and the curb and gutter in the right of way described in subsection (A) above, and the streetlights and an eight foot (8') separate sidewalk, for Woodcreek Oaks Boulevard, from its intersection with Blue Oaks Boulevard to the southerly point where it will exit the Property, as shown in cross section in Exhibit C-2. LANDOWNER may, in its discretion, construct such improvements in successive portions as provided herein. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Collector A, or receives a building permit for a building located within three hundred feet (300') or less of the eastern boundary of the right of way for Woodcreek Oaks Boulevard, LANDOWNER shall construct the foregoing improvements from Blue Oaks Boulevard (or the most southerly point at which the improvements have then been completed) to the new intersection or the most southerly edge of the proposed new building improvements. When LANDOWNER constructs the intersection with Woodcreek Oaks Boulevard at Arterial A

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	LANDOWNER shall construct, or complete construction of, all of the foregoing improvements. All improvements to be installed shall comply with CITY's then current standards for public streets. 3.8.2.C In the event LANDOWNER constructs the improvements to Woodcreek Oaks Boulevard as set forth in subsection (B) above, LANDOWNER shall be entitled to be reimbursed by CITY for the hard costs of constructing the westerly ten feet (10') of pavement travel way, consisting of the identifiable and commercially reasonable costs of design, engineering and construction as actually incurred by LANDOWNER for the work but not for the most westerly four feet (4') of non-vehicular bike lane pavement. LANDOWNER shall be reimbursed pursuant to Section 4.2.1. 3.8.2.D In the event a third party constructs the improvements, or any portion thereof, to Woodcreek Oaks Boulevard as set forth in subsection (B) above prior to the time LANDOWNER would have been obligated to do so, LANDOWNER shall reimburse, through CITY, the third party who constructed any portion of the easterly eighteen feet (18') of pavement, the curb and gutter, the streetlights or the sidewalk which LANDOWNER is obligated to construct pursuant to subsection (B), above, the hard costs thereof, consisting of the identifiable costs of design, engineering and construction as actually incurred by the third party, within thirty (30) days of the date LANDOWNER would have been obligated to construct the improvements pursuant to subsection (B), above. 3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard required in subsection (B) herein, LANDOWNER shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard, as shown in Exhibit C-2, or execute a deferred improvement agreement for such construction in a form acceptable to CITY. BBC Roseville Oaks, LLC: Amendment #4 3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard, Landowner shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard between Blue Oaks Boulevard and the southerly edge of the property as shown in Exhibit C-1. In the event that the City has sufficient funds to pay for the costs of the western one-half (1/2) of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the western one-half (1/2) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work. BBC Roseville Oaks, LLC: Amendment #4 3.8.2.F (Completed) <i>Prior to the issuance of the first building permit within the Campus Oaks Property, Landowner shall pay to the City the amount of \$128,488.49 per the reimbursement agreement by and between the City and the then developer of the Longmeadow Subdivision made on July 1, 2009, and approved by the City Council as Ord. 09-276. The reimbursement provides payment for public improvements along the frontage of Woodcreek Oaks Boulevard that were in excess of the capacity necessary to serve the Longmeadow Subdivision and which would have otherwise been the obligation of the Campus Oaks project." Inflationary adjustments to the amount due will begin to accrue following the approval of this Fourth Amendment based on the Engineering New Record Construction Cost Index for the United States 20 City average, averaged with the Construction Cost Index for San Francisco (CCI) until such</i>
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	<i>time as the payment is made in full.</i>
Department	Engineering Division
Status	3.8.2.A – Ongoing Obligation 3.8.2.B – Ongoing Obligation 3.8.2.C – Ongoing Obligation 3.8.2.D – Ongoing Obligation 3.8.2.E – Ongoing Obligation 3.8.2.F – Obligation complete July, 2017
Section	3.8.7
Title	Intersections
Obligation	Hewlett Packard Company: As, if and when LANDOWNER constructs an intersection of Collector A, B or C, or Arterial A with Foothills Boulevard, Blue Oaks Boulevard or Woodcreek Oaks Boulevard, or a driveway thereto, LANDOWNER shall install such improvements for such intersection or driveway, from the adjacent lane of pavement of the Boulevard into the Property to the connection with such internal roadway or in the median, as CITY may require in accordance with CITY's then current improvement standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.8
Title	Timing of and Standards for Internal Roadways Amendment #4 - Ord. #5534
Obligation	Hewlett Packard Company: Subject to compliance with all other provisions of this Agreement, LANDOWNER shall have complete discretion to construct its on-site, internal roadway improvements to the extent desired thereby to provide access to the parcel(s) within the Property then being developed by LANDOWNER, subject only to the review and approval of the Director of Public Works/City Engineer as to the need for any secondary emergency access to such development; provided however, in the event CITY reasonably anticipates in conjunction with the issuance of a new building permit that any intersection of a roadway from the property with a CITY roadway might operate at a level-of- service which would be lower than the minimum level required by the General Plan, or that safety/operational problems may be likely to occur at any such intersection, CITY may require LANDOWNER to complete a study to analyze traffic impacts from the new development upon CITY's then existing roadway system. If CITY then determines that any intersection of a roadway from the Property with a CITY roadway would operate at a level-of-service which would be lower than the minimum level required by the General Plan, or that safety/operational problems would be likely to occur at any such intersection, LANDOWNER agrees to institute, within twelve (12) months of such determination, any mitigation measures acceptable to the Director of Public Works/City Engineer which would restore the intersection to a level-of-service which complies with the General Plan or alleviate the public safety/operational problem. Such mitigation measures may include, but are not necessarily limited to, construction of additional capacity improvements at the affected intersections or the construction of new access to the Property. Except to the extent expressly required by this Agreement, LANDOWNER shall not be obligated to comply with CITY standards for the construction of public streets with regard to road improvements to be constructed within the Property. LANDOWNER acknowledges and agrees that, in the event LANDOWNER desires at a future date to dedicate to CITY for use as a public road any such internal roadway not constructed to the then current CITY standard, CITY may require that LANDOWNER shall improve any such road to the then current CITY improvement standards prior to acceptance by CITY.

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	BBC Roseville Oaks, LLC: Amendment #4 Subject to compliance with all other provisions of this Agreement, Landowner shall construct its on-site, internal roadway improvements to then applicable City Standards as and when required by the City to serve the portion(s) of the Campus Oaks Property then proposed for development by Landowner. The timing and extent of such internal road improvements required to serve development of the Campus Oaks Property, including providing any necessary secondary emergency access therefor, may be further conditioned and described by the City in connection with the City's processing and approval of subsequent approvals for the Project, including tentative subdivision maps related thereto.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.9
Title	Satisfaction of Prior Deferred Improvement Agreements
Obligation	Hewlett Packard Company: CITY acknowledges and agrees hereby that this Agreement shall fully and completely supersede and satisfy all obligations of LANDOWNER under: (1) that certain Deferred Improvement Agreement by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 616 through 624, Official Records, Placer County Recorder and (2) that certain Deferred Improvement Agreements by and between LANDOWNER and CITY dated September 13, 1989, for improvements to Blue Oaks Boulevard and recorded on September 20, 1989 in Book 3716 at Pages 625 through 632, Official Records, Placer County Recorder. Upon recordation of this Agreement, said Deferred Improvement Agreements shall become null and void and any Letters of Credit posted therewith shall be released and returned to LANDOWNER.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.10
Title	Landscape Setback
Obligation	Hewlett Packard Company: LANDOWNER shall establish a thirty-five foot (35') landscape setback to the east of the right of way of Woodcreek Oaks Boulevard, a fifty foot (50') landscape setback to the south of the right of way of Blue Oaks Boulevard and a fifty foot (50') landscape setback to the west of the right of way of Foothills Boulevard, for landscaping, street lighting, sidewalk, and related uses.
Department	Engineering Division
Status	The landscape setbacks along Woodcreek Oaks Boulevard and Blue Oaks Boulevard were established in the Hewlett-Packard Roseville Campus Master Plan and again in the Campus Oaks Plan. The detailed landscaping improvement plans will be submitted as development occurs on the west and north sides of Campus Oaks as adjacent parcel develop. Frontage landscaping along Foothills Boulevard is complete. Ongoing obligation.
Section	3.8.11
Title	HP Way Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company:

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	Pursuant to the Second Amendment, Landowner has or will grant to the City an irrevocable offer to dedicate (100), in fee, the right-of-way for HP Way within the HP Property as shown on Exhibit C with the recordation of the Large Lot Final Map or by separate document in form acceptable to the City. Notwithstanding Landowner's dedication of HP right-of-way to the City, the provisions of Section 3.8.8 regarding internal roadway standards remain in effect and Landowner shall not be obligated to comply with City standards with respect to any on-site construction thereof by Landowner in connection with the development of the HP Property. Landowner acknowledges that BBC Roseville Oaks will be obligated under the Fourth Amendment to construct all of HP Way to then current City standards and Landowner will cooperate therewith, at no cost or expense to Landowner. Upon completion of construction of HP Way by BBC Roseville Oaks, and City acceptance of the improvements, the City shall accept the roadway right-of-way dedication for HP Way. BBC Roseville Oaks, LLC: Amendment #4 <i>(Completed) Immediate Construction of HP Way. Within ninety (90) days of approval of this Fourth Amendment, Landowner shall offer to the City an irrevocable offer of dedication (IOD) for the public rights of way for road and utility improvements within the Campus Oaks Property for HP Way, as shown on Exhibit C.</i> <i>Prior to issuance of the first (1st) permit for any grading, development or construction of any improvements or buildings within the Campus Oaks Property, other than a grading permit for roadway construction within the HP Way right of way, Landowner shall have obtained or caused to be dedicated an IOD to the City for all required rights of way and utility easements for the full road improvements of HP Way from Foothills Boulevard to Parcel 4. All improvements to be installed within HP Way shall comply with City's then current standards for public streets.</i> Prior to the issuance of the 700th residential building permit, Landowner shall be responsible to design and commence construction of the necessary improvements to the HP Way/Foothills Boulevard intersection to include a third south bound through lane on Foothills Boulevard. The modifications shall include all utility relocations, landscape modifications, the installation of a westbound turn lane on Foothills Boulevard, RoW acquisitions, and all signal modifications as may be required. These intersection improvement costs shall be the full responsibility of the Landowner.
Department	Engineering Division
Status	Ongoing obligation – Amendment #4 Partial Completion
Section	3.8.11.A
Title	Maintenance of HP Way Private Drainage Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: Landowner acknowledges that it is not practicable to modify the existing storm water drainage facilities presently draining HP Way and that the future drainage of the publicly dedicated HP Way right of way will continue to be accommodated through an existing private storm drain traversing across Landowner property, currently maintained by Landowner and the owner of Parcel 2. As provided by the Second Amendment, Landowner shall remain obligated to maintain the private storm drain improvements, including any reconstruction or replacement thereof, as and to the extent required to continue to accommodate the storm drainage requirements for such portion of HP Way. Prior to acceptance of HP Way as a public roadway, and as part of the Large Lot Map conditions , City will require that Landowner either into a drainage maintenance agreement with the City to confirm Landowner's continued obligation to maintain such

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	private drainage system and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner's cost, in the event Landowner fails to adequately maintain such private drainage improvements. Nothing herein shall affect the rights and obligations between Landowner and the owner of Parcel 2 to cooperate with and share in the maintenance of such roadway storm drainage improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.12
Title	Local Road W Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner may elect to maintain its existing perimeter roadway identified as Local Road E on Exhibit C from Foothills Boulevard located along the western and southern boundaries of the HP Property as a private roadway or may elect, at any time, to offer to dedicate to the City the right of way therefor for acceptance and operation as a public street. If Landowner elects or has elected to dedicate Local Road E or any portion thereof to the City, Landowner shall reconstruct the portion of such roadway to conform to the City's then current standards for public roadways prior to City's acceptance. BBC Roseville Oaks, LLC: Amendment #4 3.8.12 Other Roadways. As and when Landowner seeks to obtain grading or building permits for development of the Campus Oaks Property, Landowner shall construct the applicable portions of Painted Desert Drive, New Meadow Drive and/or Crimson Ridge Way located therein required to serve such development of the Campus Oaks Property, as reflected by the phasing map attached hereto as Exhibit B. All improvements to be installed within said roadways shall comply with City's then current standards for public streets.
Department	Engineering Division
Status	Ongoing obligation
Section	3.12
Title	Project EIR Mitigation Measures
Obligation	Hewlett Packard Company: LANDOWNER shall be bound by, and shall perform, all mitigation measures contained in the Project EIR which are adopted by CITY and which are identified in the mitigation monitoring plan as being a responsibility of LANDOWNER.
Department	Planning Division and Development and Operations Department
Status	Projects are being conditioned to comply with the EIR mitigation measures. HP created a 46-acre preserve area in the southwest portion of the site which is currently being monitored. Future mitigation plans should be submitted electronic format so that they can be entered into the City's Mitigation database. Ongoing obligation
Section	3.15
Title	Light Rail Funding Amendment #3 – Ord. #5533 – Deleted Section (HP) Amendment #4 – Ord. #5534 – Deleted Section (Campus Oaks)
Obligation	Hewlett Packard Company:

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	LANDOWNER consents to and agrees that the Project shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville.
Department	Alternative Transportation
Status	Ongoing obligation for R-10 Foothill & Quality Investment Properties. Obligation no longer applies to HP or Campus Oaks parcels - no fee ordinance has been adopted to fund light rail improvements.
Section	3.16
Title	Bike Trails
Obligation	Hewlett Packard Company: Upon written demand of CITY but no sooner than five (5) years from the date of this Agreement, Landowner shall grant and convey to CITY a fee simple interest in an area along the southern boundary of the Property for a Class 1 Bike Trail generally described in Exhibit "I" hereto (the "Bike Trail") with an exact legal description to be determined by mutual agreement, reserving therefrom such easement and other property interests which allow LANDOWNER to retain exclusive access to the Bike Trail from the Property as the LANDOWNER may require, as mutually agreed from time-to-time, for security purposes; provided, however, the Bike Trail shall be made generally available to the public on a regular basis during the daylight hours. CITY shall bear all costs for design, engineering and construction of the Bike Trail, which shall also include relocation of LANDOWNER's existing fence, and the existing footpath and bridge across Pleasant Grove Creek. Prior to making the grant and conveyance required hereby, LANDOWNER shall be provided with and shall approve the improvement plans for the bike Trail and aforementioned relocation, which approval shall not be unreasonably withheld. The improvement plans shall include, at a minimum, security gates located at the westernmost and easternmost points of the Bike Trail. Nothing herein shall be deemed to preclude LANDOWNER from constructing other fencing as it desires between the southernmost boundary of the Property and the northernmost boundary of the Bike Trail at its own cost.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.17
Title	Use of Recycled Water Amendment #1 – Ord. #3665 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner shall actively pursue the use of recycled water for the purpose of landscape irrigation for all new projects proposed within the property. The requirement to actively pursue the use of recycled water shall not itself obligate Landowner to use recycled water for such purposes. Landowner in its sole discretion shall determine whether the use of recycled water constitutes a sound business decision given all economic factors Landowner must consider in making said decision. In the event Landowner decides to use recycled water, City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. All other recycled water uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director. <u>3.17.1</u> Should Landowner decide to use recycled water: <u>3.17.1.A</u> City of Roseville shall be responsible for preparation and approval of a recycled

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	water engineering report on behalf of Landowner for submission to appropriate state agencies. Landowner shall cooperate with City to provide information necessary to prepare said report. Information shall consist of plans for use of recycled water, or other pertinent data developed by Landowner that will provide the information for said report. Landowner shall provide timely and complete information to allow the City to efficiently prepare said report. <u>3.17.1.B</u> In connection with the use of recycled water, Landowner shall also be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of all City fees and charges related thereto. Ancillary permits may include, but not be limited to tree permits, environmental permits (e.g. 401, 404) and encroachment permits. A connection fee for recycled water is not required. <u>3.17.1.C</u> Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC) in amounts reasonably required (based on mutual discussion and agreement) for the use(s) proposed therefore and shall charge Landowner the same rate or rates as charged to any other private user(s) of recycled water within the City. Currently, recycled waters charged at a price equal to fifty (50) percent of the charge for potable water. (See RMC 14.17.080.C.) <u>3.17.1.C</u> Provided a foregoing requirements are satisfied, City shall make recycled water available to Landowner at current charges specified in the Roseville Municipal Code. <u>3.17.2 Improvement Standards.</u> All recycled water improvements shall be designed and constructed pursuant to the City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of such improvements. BBC Roseville Oaks, LLC: Amendment #4 <u>3.17 Recycled Water System Improvements.</u> Landowner shall use recycled water for the purpose of landscape irrigation for all parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses within the Campus Oaks Property. City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. <u>3.17.1</u> To facilitate Landowner's use of recycled water: <u>3.17.1.A</u> Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Campus Oaks Property. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the project until the Title 22 Recycled Water Engineering Report has received all required State approvals. <u>3.17.1.B</u> In connection with the use of recycled water, Landowner shall be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of any and all City fees and charges related thereto.
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	3.17.1.C Landowner shall, at its sole cost and expense, install the recycled water lines within the planned road rights of way as generally shown in Exhibit H attached hereto. Such installation shall include recycled water stubs to serve the median landscaping to be installed by Landowner within Blue Oaks and Woodcreek Oaks Boulevards. Any and all recycled water lines shall be constructed pursuant to City's then current Improvement Standards to permit acceptance thereof by the City upon completion thereof and shall be subject to City plan review, construction inspection and final approval. 3.17.1.D Landowner shall be required to add additional pumping capacity and ancillary equipment necessary to meet the increase peak demands of the project as identified in the Landowners Recycled Water System Master Plan. Landowner shall reimburse the City for the required upgrades to the pumping capacity at the North Zone and Dry Creek Wastewater Treatment Plant for actual costs of upgrades up to, but not exceeding \$300,000. 3.17.1.E Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC). 3.17.2 Improvement Standards. All recycled water improvements shall be designed and constructed pursuant to the City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of such improvements.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.17.3
Title	HP Greenway Recycled Water Use and Oversizing Reimbursement Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner acknowledges that recycled water will be used for irrigation of the park and landscape improvements to be located and maintained within the HP Greenway (HP-2). Landowner further acknowledges that, in connection with the development of the HP Greenway improvements, BBC Roseville Oaks will be obligated to install a recycled water stub to the HP Property, as generally shown on the map attached hereto as Exhibit D (the "Recycled Water Stub"). If Landowner elects to connect to the Recycled Water Stub to extend the use of recycled water to the HP Property, Landowner shall reimburse BBC Roseville Oaks for the Recycled Water Stub and any oversizing of recycled water lines related thereto consistent with the improvement cost reimbursement provisions of the Development Agreement; this reimbursement obligation will terminate from and after ten (10) years after the Effective Date of this Amendment. BBC Roseville Oaks, LLC: Amendment #4 3.17.3 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

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Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.17.4
Title	Non-Exclusive Public Utility Easement Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Where recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City hall 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. BBC Roseville Oaks, LLC: Amendment #4 3.17.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi- family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.17.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Any and all private commercial recycled water customers within the HP Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection. BBC Roseville Oaks, LLC: Amendment #4 All private commercial recycled water customers within the Campus Oaks Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.18
Title	Reimbursement by Landowner Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: Except as otherwise provided herein, each Amending Landowner shall be solely responsible for the costs of all improvements located within the Parcel owned thereby; in particular, and without limitation thereof, Campus Oaks acknowledges that it shall be solely responsible for the costs of all road, improvements located within Parcel 4. Campus Oaks acknowledges that it shall be solely responsible and shall not be entitled to any reimbursement from any other Landowner for the cost of any improvements to

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	HP Way that may be installed by Campus Oaks in connection with any development of Parcel 4. Hewlett-Packard acknowledges that it will remain obligated to maintain the portion of the existing private storm drainage improvements currently serving the existing roadway within the HP Way right of way to the extent such private drainage improvements are not replaced by public drainage improvements as part of the HP Way improvements. The costs of any shared sewer, storm drainage or other utility improvements that are designed and/or sized and/or used to benefit and serve more than one Landowner's Parcel (the owners of which shall be referred to as the "Benefitting Landowners") shall be shared between the Benefitting Landowners based on pro rata engineered estimated flows at build-out of the benefitted properties (not actual flows), as calculated by, and or approved by the City Engineer, allocable to the Benefitting Landowners' Parcels, or portion(s) thereof, to be served thereby. Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, and construction, all of which shall be reviewed and approved by the City. Reimbursement from a Benefitting Landowner to a constructing Landowner for its share of improvement costs allocable to the Benefitting Landowner's Parcel shall be made to the constructing Landowner, with written confirmation of such payment delivered to the City, at such time as the Benefitting Landowner, as applicable, would have otherwise been required to construct the applicable sewer, storm drainage or other utility improvements or would otherwise be necessary to support development of its applicable Parcel as required by this Agreement and directed by the City. With respect to such reimbursements, the constructing Landowner shall be entitled to receive interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Interest shall be the lesser of the following, as calculated by the City Engineer: (i) The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the City Engineer) and the base amount; and (ii) The base amount adjusted by the inflation-rate for construction costs based upon the Engineering News Record, Construction Cost Index (CCI) for the United States, 20 City Average, averaged with the San Francisco CCI. Should such index no longer exist, the City Engineer shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.19
Title	Phases of Development Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 The Phases of Development of the Campus Oaks Property identified on the Map of the Project attached as Exhibit B are intended to illustrate the road and related utility improvements anticipated by Landowner to be installed in connection with the development of the portions of the Campus Oaks Property within such Phases. Except as otherwise provided herein with respect to Landowner's commitment to commence construction of HP Way roadway and ancillary utilities prior to the issuance of any building permits within the Campus Oaks Property, this Phasing map shall not be deemed to imply that Landowner is obligated to develop the Campus Oaks Property in

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	any particular order or sequence or is required to complete development within any Phase prior to commencement of development within any other Phase of the Campus Oaks Property. Landowner acknowledges that modifications to the Phasing Plan as shown in Exhibit B shall require additional City Review. Landowner shall be responsible for all costs associated with the preparation of any required special studies and for the associated cost of time and materials of City Staff for the review and processing of the requested information as deemed necessary by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.20.1
Title	Fire Tax Equivalent Fee Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.20.2
Title	Public Benefit Fee Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: Amendment #4 As partial consideration for this Agreement, and to ensure that the Project will benefit the current and future residents of Roseville, Landowner 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. BBC Roseville Oaks, LLC: Amendment #5 Except as otherwise provided below regarding the exemption from this fee for the affordable housing development planned for Parcels 22 and 23, as partial consideration for this Agreement, to offset a portion of the impact of this Project and the associated conversion from an industrial land use into a residential land use, and to ensure that the Project will benefit the current and future residents of Roseville, Landowner shall pay a Public Benefit Fee at the time of obtaining each residential building permit within the balance of the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,910. The Public Benefit Fee for each high density residential unit shall be \$1,240. Notwithstanding anything to the contrary above in this Section 3.20.2, the City agrees that development of Parcels 22 and 23 in accordance with the terms of this Agreement, including the affordable housing provisions of Section 2.5.2 above, shall be exempt from the payment of this Public Benefit Fee.
Department	Building Division
Status	Ongoing obligation
Section	3.20.4
Title	Signage for Future Public Facilities

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall provide, install and maintain signage at the following public facility sites to alert residents of future facilities: park sites (parcels CO-61, CO-62, and CO-64), fire station (parcel CO-75), and bike trails where they will abut residential property, per City specifications and applicable sign permits.
Department	Planning Division
Status	Ongoing obligation
Section	3.20.5
Title	Signage for Future Tech/Business Park Development Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Prior to development of Parcel CO-52, Landowner shall provide, install and maintain signage at Parcel CO-52 to alert residents of future development of tech/business park uses planned for Parcel CO-52 facing the residential parcels across HP Way pursuant to the applicable sign permit therefor.
Department	Planning Division
Status	Ongoing obligation
Section	3.20.6
Title	Construction Waste Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall comply with construction waste requirements set forth in the CA Green Building Code and The City's Construction & Demolition Recycling Ordinance, Chapter 9.17.000. All construction debris shall be delivered to the Placer County Western Regional Materials Recovery Facility. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.20.7
Title	Weed Abatement on P/QP Parcels Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Prior to acceptance by the City of any P/QP parcel, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards.
Department	Parks Department
Status	Ongoing obligation
Section	3.21
Title	School Fee Agreements Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively, the "Districts"), prior to any subdivision map approval or issuance of any building permit, to

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	mitigate the impacts of development of the Campus Oaks Property on said Districts. Such agreements outline the timing and amount of development impact fees payable by development of the Campus Oaks Property to mitigate such impacts. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Campus Oaks Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Planning Division
Status	Ongoing Obligation
Section	3.25
Title	Fire Station Site Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall reserve for transfer to the City an approximately 2.15 acre site (Parcel CO-75), for use as a fire station at the location shown in the Campus Oaks Master Plan and as shown in Exhibit J attached hereto. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.15 acres. Site frontage improvements and site preparation as described below are to be completed by Landowner prior to City acceptance of Landowner's conveyance of the site and funded from the Infrastructure CFD bond proceeds. At Landowner's expense, site grading, frontage improvements including roadways, curb and gutter, sidewalks and utility services (including water, sewer, gas, electric, voice/data communication, fire systems and other such utility services) shall be completed prior to transfer of the site to the City consistent with the City's Grading Ordinance. If retaining walls are required, the retaining wall shall be a split faced. Prior to recordation of the first small lot residential subdivision map or issuance of first building permit, Landowner shall also fund from the Infrastructure CFD the City's cost, not to exceed \$10,000, a propagation study to determine if a public safety radio tower will be needed on the site when the station is in operation.
Department	Fire Department
Status	Ongoing obligation
Section	3.26
Title	Disclosures to Subsequent Purchasers Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/or residential units within the Campus Oaks Property, of the following matters: 1. Designation of Blue Oaks Boulevard as a truck route. 2. The existence of this Development Agreement on the Campus Oaks Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies.

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan attached hereto as Exhibit M, which may include such measures as Smart Timers. 6. Proximity of PG&E utility easement for high-pressure natural gas line along the eastern boundary of the Campus Oaks Property. 7. Requirement for fifty percent (50%) reduction in construction waste stream. 8. Location of schools and parks within one mile. 9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 10. Location of well site. 11. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 12. Masonry walls, within the City right-of-way will be owned by the City, which is responsible for their maintenance, repair and replacement. 13. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 14. Designation of Blue Oaks Boulevard, Woodcreek Oaks Boulevard, HP Way, Painted Desert Drive and Crimson Ridge Way as potential fixed-route transit routes, including a map of the planned transit stops and park and ride within the Campus Oaks Property. If Landowner 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.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.27
Title	Transportation Systems Management Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner and its successors shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative transportation division
Status	Ongoing obligation - to be conditioned on DRP entitlement.
Section	3.28

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

Title	Park and Ride Lot Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 A twenty (20) space park and ride lot shall, as shown on Exhibit C, be constructed by Landowner at its expense on Parcel CO-41 when said parcel is developed. Maintenance of the improvements shall be the responsibility of the Landowner. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm.
Department	Alternative Transportation Department
Status	Ongoing obligation - conditioned on DRP entitlement.
Section	3.29
Title	Alternative Transportation Modes Marketing Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 The Landowner shall provide to each new resident educational and marketing materials for alternative modes of transportation. To implement this requirement, the Landowner will periodically contact the Alternative Transportation Division to obtain current City prepared and produced information.
Department	Alternative Transportation Division
Status	Ongoing Obligation
Section	3.30
Title	Master Plan Funding Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 Landowner shall pay their fair share on a City-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bicycle Master Plan. The fair share payment for each shall be paid to the City prior to recordation of the large lot final map. Total City-wide fair share costs for all plans shall not exceed \$3,500."
Department	Alternative Transportation Department and Building Division
Status	Ongoing Obligation – fee not paid with Large Lot Map (Alt Trans)
Section	5.2
Title	Annual Review
Obligation	CITY shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by LANDOWNER with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Ordinance Code of the State of California. Nothing in this Section 5.2 with respect to the concurrent review of compliance under this Agreement shall be deemed to create a duty or responsibility of CITY or LANDOWNER or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of LANDOWNER as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by CITY of good faith compliance by LANDOWNER with the terms of the Agreement shall be conclusive with respect to the performance of LANDOWNER during the period preceding the review. Upon not less than thirty (30) days written notice by the Development Services Director of CITY, LANDOWNER shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement. The costs incurred by CITY for the annual review conducted by CITY pursuant to this Section 5.2

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	shall be borne by LANDOWNER. In the same manner prescribed in Section 11, CITY shall deposit in the mail to LANDOWNER a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. LANDOWNER shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission. If CITY takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor or amendment thereto, LANDOWNER shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Performed Annually

**Northeast Roseville Specific Plan – Kaiser Foundation Hospitals
Development Agreement Implementation Matrix**

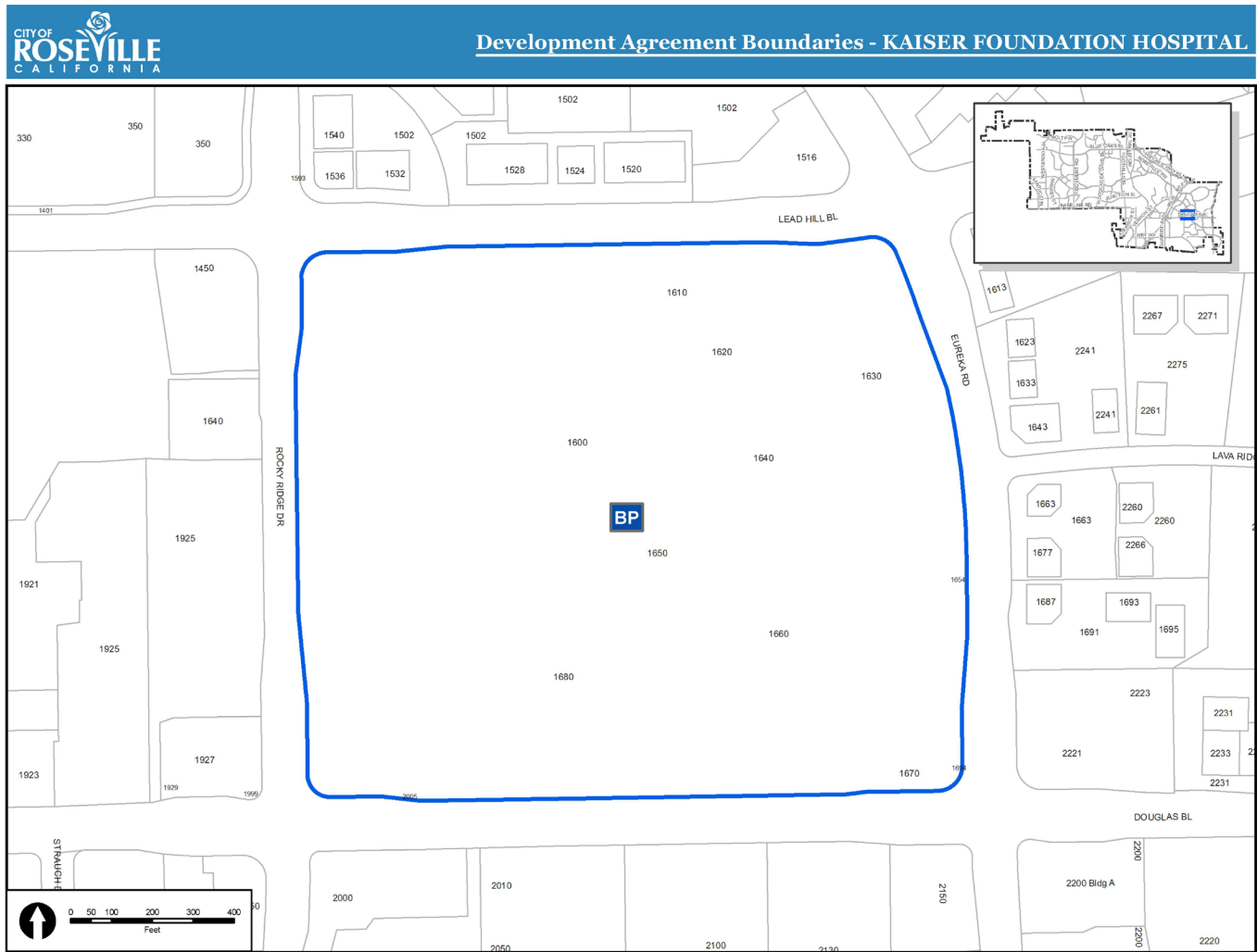
Owner Name: Kaiser Foundation Hospitals
1 Kaiser Plaza
Oakland, CA 94612

Current Agreement: Development Agreement by and between the City of Roseville and Kaiser Foundation Hospital Relative to Kaiser Roseville Medical Center.

<u>Name/Landowner</u>	<u>Adoption Date</u>	<u>Term</u>	<u>Ordinance #</u>
Kaiser Foundation Hospital	June 4, 2004	20 Years	4074

Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.5.1
Title	Processing Fees and Charges
Obligation	Landowner shall pay those fees that apply to the processing, inspection, and plan-checking as required by the City. All fees and charges are to be paid as scheduled
Department	Engineering and Building Divisions
Status	Building Complete – obligation complete.
Section	2.5.2
Title	Exclusion of Facilities Subject to OSHPD Review
Obligation	Landowner shall not be required to pay processing, inspection and plan check fees and charges with respect to any portion of the Hospital or other facilities subject to OSHPD. Landowner shall pay any connection or impact fees. All fees and charges are to be paid as identified
Department	CDD/Building: Collect fees
Status	Building Complete – obligation complete.
Section	3.1
Title	Development, Connection & Mitigation Fees and Financing
Obligation	Landowner shall pay all required payments of development, connection or mitigation fees effective at the time and in the amount specified by then applicable City ordinance, in effect at that time.
Department	Building - Collect fees
Status	Building Complete – obligation complete.
Section	3.2
Title	School Fee Agreements
Obligation	Landowner shall enter into agreements with Rsvl School District and Rsvl Joint Union High School. Prior to approval of IMP Plans ensure that agreements have been entered into.
Department	City Attorney - Ensure school fee agreements are recorded. Building - Verify School fees have been paid prior to approval of IMP Plans.
Status	Building Complete – obligation complete.
Section	3.3.2 & 3.3.3
Title	On and Off-Site Utilities & Improvements
Obligation	Landowner agrees to construct or finance the construction of on-site and off-site electrical distribution facilities, as directed by the Electric Director, required to provide electric service to the property. As shown on Exhibit B-1.
Department	Electric
Status	Obligation Complete
Section	3.4.1
Title	Master Drainage Plan
Obligation	Prior to the approval of any improvement plans the Landowner shall prepare a Master Drainage Plan to the satisfaction of the City Engineer.
Department	Engineering - Review Improvement Plans to ensure consistency with Drainage Study
Status	Master drainage plan complete and approved. Improvements are constructed concurrent with development in conformance with the approved plan. Obligation Complete.
Section	3.4.2
Title	Payment of Fees For Cirby Creek Flood Mitigation Program
Obligation	Prior to the issuance of the 1 st BP, Landowner shall pay a fee of \$20,730 (Drainage

Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

	Fee) to be used by the City of the improvement of the Huntington Drive culvert. Drainage fee shall be paid within 1 year of Effective Date of this Agreement.
Department	Engineering - Review Improvement Plans to ensure consistency with Drainage Study
Status	Obligation Complete.
Section	3.5.1
Title	Water Supply
Obligation	Prior to the approval of any improvement plans the Landowner shall prepare a Water Study for its on-site water facilities to the satisfaction of the Environmental Utilities Director.
Department	Environmental Utilities - Review improvement plans for conformance with Water Plans
Status	Obligation Complete.
Section	3.5.2
Title	Financing of Water Supply
Obligation	Landowner has no obligation to install or pay for the installation of any off-site storage, treatment or transmission facilities, except those paid through connection fees
Department	NA
Status	Notice Provision
Section	3.5.8
Title	No Recycled or Reclaimed Waterline Improvements
Obligation	Landowner shall have no obligation to install or finance the installation of recycled or reclaimed waterlines, except thru the payment of connection fees paid upon issuance of BP.
Department	NA
Status	Notice Provision
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Prior to the approval of any improvement plan the Landowner shall prepare a Wastewater Master Plan for on-site wastewater facilities
Department	Environmental Utilities - Review improvement plans for conformance with Water Plans
Status	Study prepared, improvement plans approved. Obligation Complete.
Section	3.6.2
Title	Financing of Wastewater Improvements
Obligation	Landowner has no obligation to install or pay for the installation of any off-site wastewater treatment or transmission facilities, except those paid through connection fees.
Department	NA
Status	Notice Provision
Section	3.6.4
Title	Wastewater Lines
Obligation	All improvements constructed shall be design and constructed to then current Improvement Standards. Said Improvements shall be subject to City's plan review and inspection and final approval. Landowner shall pay plan check and improvement costs.
Department	Environmental Utilities - Review improvement plans for conformance with Wastewater Plans
Status	Obligation Complete.
Section	3.7.1
Title	Roadway – Landowner Obligations
Obligation	Landowner obligated for frontage improvements as required by the project. Landowner acknowledges turning restrictions at Rocky Ridge Drive Driveway. Upon approval of IMP Landowner shall dedicate the right-of-ways within the property required to make the improvements.
Department	Engineering - Review improvement plans and ensure that permits are secured

Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

Status	Improvements complete. Obligation Complete.
Section	3.7.3
Title	Traffic Mitigation Fees
Obligation	Landowner shall be entitled to credits against the TMF fees in the amount equal to 24% of the per-unit credit and off-set granted to projects prior to DA.
Department	Engineering/Building - Identify and collect fees prior to approval of IMP Plans.
Status	Fees collected concurrent with building permits and reflect the adjusted credit amount. Building Complete – obligation complete
Section	3.7.5
Title	No Traffic Signals
Obligation	Landowner shall have no obligation to install traffic signals within or adjacent to the Property, except through payment of the Traffic Mitigation Fee. Fee collected at the time of development pursuant to existing City Ordinances.
Department	Building - Collect Traffic Mitigation Fee.
Status	Building Complete – Obligation complete.
Section	3.7.7
Title	Park and Ride Lot
Obligation	Prior to the Issuance of the 1 st BP, Landowner shall pay \$67,000 to be used by the City to construct 50 Park and Ride lot spaces, including irrigation and landscaping at the Maidu Park Facility. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.8
Title	Dial A Ride Capital Costs (Buses)
Obligation	Landowner shall pay \$15,000 to be used by the City to purchase additional buses for dial a ride services. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.9
Title	Dial A Ride Services Fee
Obligation	Landowner's fair share contribution for dial a ride shall be \$362,528. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation completed.
Section	3.7.11
Title	Visitor Placement Services
Obligation	Landowner shall establish and maintain a visitor placement services program for visiting staff members and family members of patients. Kaiser is encouraged to work with local lodging facilities to obtain corporate rates.
Department	NA
Status	Notice Provision
Section	3.8.1
Title	Fire Tax
Obligation	Developer/landowner shall pay the Fire Service Construction Tax as set forth in chapter 4.46 of the Roseville Municipal Code. In the event the tax is not extended by the City, the Developer/ landowner is obligated to continue to pay the Fire Construction Tax through Project buildout.

Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

Department	Building - Collect established fire tax fee upon issuance of BP.
Status	Building Complete – obligation complete
Section	3.8.3
Title	Traffic Signal Coordination Fee
Obligation	Landowner shall pay a fair share contribution for traffic signal coordination of \$1,714,294. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Fee paid. Obligation complete.
Section	3.8.6
Title	Air Quality Mitigation Fee
Obligation	In-Lieu of Payment of on-site mitigation program, landowner shall contribute \$56,000 to City to off-set long term operational ozone emissions. Pay fee by July 8, 2005.
Department	CDD/Planning/Building - Monitor and collect fee.
Status	Building Complete – obligation complete.
Section	3.10
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	All property conveyed in fee to the City shall be free of Liens, encumbrances, covenants, conditions, restrictions, special taxes and hazardous materials. Prior to acceptance of IOD or conveyance of property to the City.
Department	Economic Development - Implement conveyance procedure/ensure no restrictions.
Status	Obligation Complete
Section	3.11
Title	EIR Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan EIR which are identified as responsibility of Landowner. DRP/IMP-Condition development projects to conform to EIR mitigation.
Department	Engineering, Planning and Economic Development: Condition/review development projects.
Status	Obligation Complete

Development Agreement Obligations Not Complete as of December 2019

Section	2.2
Title	Permitted Uses/Vested Entitlements
Obligation	Permitted Uses: Medical Campus = 52 acres
Department	Planning: Implement Land Use
Status	Ongoing obligation
Section	3.5.3
Title	Adequacy of Fire Flows
Obligation	An on-site fire pump shall be constructed and maintained to meet the City's standards for adequate fire flows.
Department	Environmental Utilities/Fire - Review improvement plans for fire pump.
Status	Per Title 24 – ongoing obligation
Section	3.5.7
Title	Water Softeners
Obligation	No additional water softeners shall be used within the Property. CC&R's, if recorded, shall include this prohibition.

Northeast Roseville Specific Plan – Kaiser Foundation Hospitals Development Agreement Implementation Matrix

	IMP Condition the IMP Plans to require CC&R's to be reviewed and approved.
Department	Environmental Utilities - Condition the IMP Plans Attorney - Insure inclusion in CC&R's
Status	Improvement Plans conditioned. Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.7.4
Title	Landscape Setbacks
Obligation	Landowner shall establish landscape setbacks measured from the back of curb, except along intersections, bus turnouts, turn lanes, etc. which may encroach into the landscape setback per the Northeast Roseville Area Design Guidelines. SRP/IMP-Review landscape setbacks with SRP/IMP plans to insure the appropriate setback is provided.
Department	Planning - Review & Condition DRP/IMP maps
Status	DRPs conditioned when submitted.
Section	3.7.6
Title	Light Rail Funding
Obligation	Developer/landowner agrees to participate in fair share of citywide funding mechanism for the extension and operation of Light rail or Capital corridor heavy rail line into the City of Roseville.
Department	Alternative Transportation - Develop funding mechanisms and adopt ordinances to collect funding
Status	Funding mechanism has not been adopted. Ongoing obligation
Section	3.8.2
Title	County-Wide Facilities Fee
Obligation	Landowner shall pay the Placer County Capital Facilities fee being assessed by the city. If the fee is suspended for any reason developer/landowner shall pay the previous assess fee by the City.
Department	Building - Collect established Placer County Capital Facilities fee upon issuance of BP.
Status	Fee collected concurrent with building permits.
Section	3.8.5
Title	On-Site Placement of Radio/Data Transmission Equipment
Obligation	Landowner agrees to allow the placement, on property, of one antenna and associated equipment, consisting of two nineteen inch racks, at no rental costs to City. Equipment shall be placed in a location mutually agreed upon to the City and Landowner.
Department	IT/Fire - Identify and Locate Antenna.
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall review the extent of good faith substantial compliance by Landowner and Longmeadow with the terms of this agreement.
Department	Development Services
Status	Annual Review

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

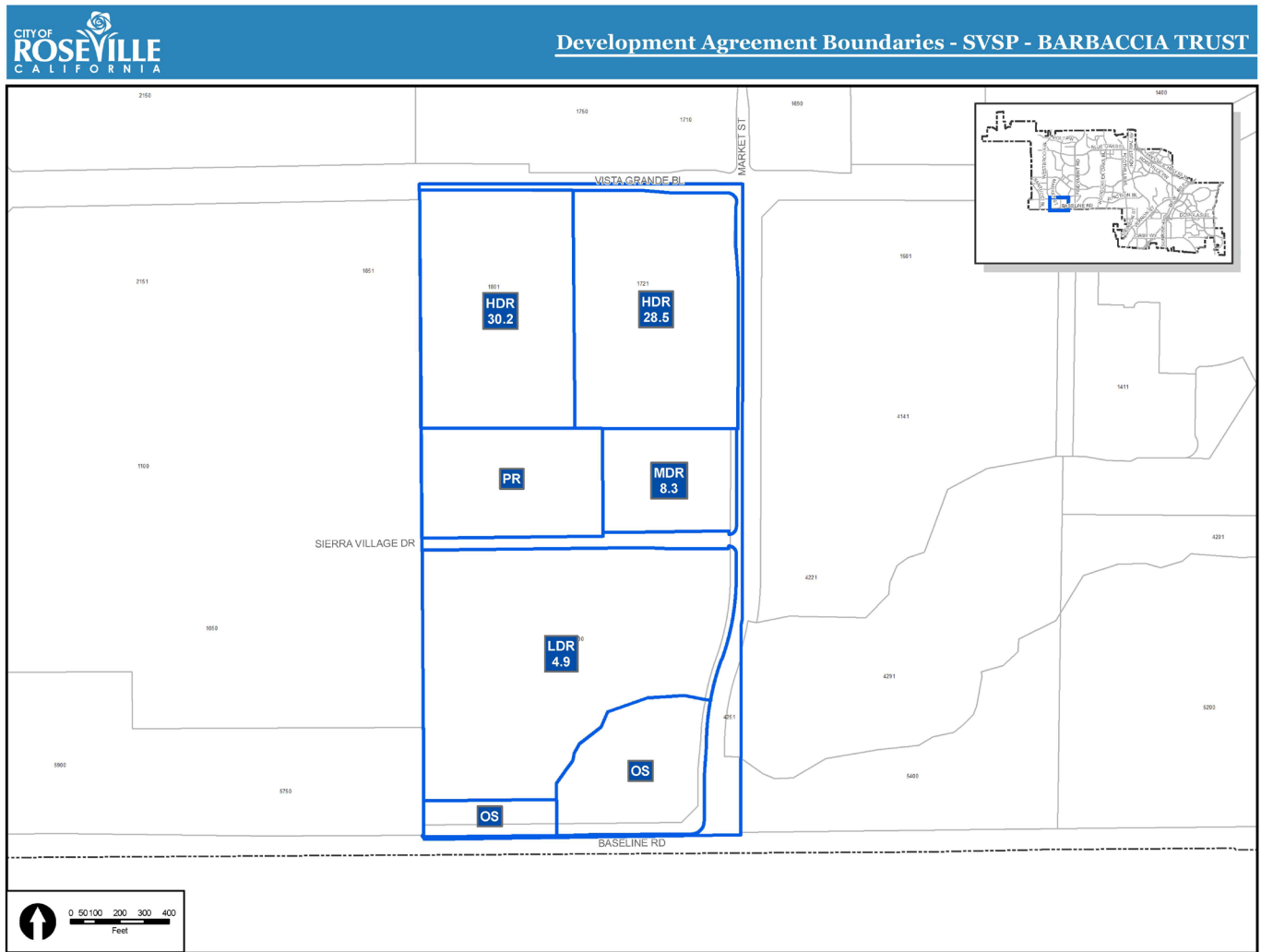
Owner name: The Cyril G. Barbaccia Irrevocable Trust date December 15, 1976
950 South Bascom, Ste 1113
San Jose, CA 95128

Current Agreement: Development Agreement by and between the City of Roseville and Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Cyril G. Barbaccia Irrevocable Trust	June 18, 2010	30 Years	4830

Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Obligation Complete. Paid 2/12/2019
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan.

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

	Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Electric Department and Building Division
Status	Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of

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	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 Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2019		
Section	2.1	
Title	Permitted Uses	
Obligation	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.	
Department	Planning Division	
Status	Ongoing obligation	
Section	2.2	
Title	Vested Entitlements	
Obligation	Low Density Residential: 115 units on 23.0 net acres Medium Density Residential: 44 units on 4.9 net acres High Density Residential: 840 units on 28.6 net acres Park: 7.6 net acres Open Space: 9.7 net acres Open Space (Paseo) : .5 net acres Right of Way: 6.3 net acres	
Department	Planning Division	
Status	Ongoing obligation	
Section	2.6	
Title	Affordable Housing	
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 100 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households	
Department	Housing Department	
Status	Ongoing obligation	
Section	2.6.1	
Title	Affordable Purchase Residential Units	
Obligation	Landowner agrees that 20 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:	
	Parcel	Total Units in Parcel
	CG-20	44
		Middle Income Purchase Units
		20

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Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.1.1				
Title	Required Agreements				
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.				
Department	Housing Department				
Status	Not recorded yet – ongoing obligation				
Section	2.6.1.2				
Title	Content				
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.				
Department	Housing Department				
Status	Not recorded yet – ongoing obligation				
Section	2.6.1.5				
Title	In Lieu-Fee Affordable Housing				
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.1.6				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	Not formed yet – Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation				
Obligation	Landowner agrees that 80 affordable rental units will be reserved within the property, including 40 units for rental to very low income households and 40 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
	CG-31	420	80	40	40
Department	Housing Department				
Status	Ongoing obligation - Not developed yet				
Section	2.6.2.4				
Title	Community Facilities Districts				
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a				

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	Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.
Department	Finance Department
Status	Not formed yet – Ongoing obligation
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the

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	404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division, Open Space Division
Status	Ongoing obligation

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Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Open Space Division and Finance Department
Status	Finance-No districts formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.

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Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3

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Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.

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	Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be

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	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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the

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	TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of
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	Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF
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	Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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.

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	Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.1
Title	Bus Transfer Station
Obligation	The design and location of the bus transfer station on Parcel DF-40 shall be determined with the subsequent Major Project Permit for that parcel. The bus transfer station will include bus turnouts and shelters and bike lockers to accommodate the bus transfer center requirements as determined by the City at the time of approval of any Major Project Permit including Parcel DF-40. Landowner shall maintain the bus transfer station with reimbursement from the Public Services CFD. The access road for the bus transfer station on Parcel DF-40 shall be a public street designed and constructed to City standards from Market Street to the intersection with Baseline Road. The LLM prepared for the entire Plan Area shall include a roadway easement and necessary public utility easements/landscape easements (PUE/LSE) from Parcel CG-82 to connect Parcel DF-40 to Market Street.
Department	Alternative Transportation, Planning and Engineering Division
Status	Preliminary design approved; bus transfer station has not been constructed yet (Alt Trans) – Ongoing obligation.
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the

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	applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic

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	Mitigation Fee, except as provided below. For the intersections of Fiddymment Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.

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	Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the

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	fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA

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	Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs
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	Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following:

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	• Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining

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	easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this

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	Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties} that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such

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	measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymont Road and Westbrook Boulevard. Such reimbursement shall be pro rata,

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	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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division

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Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4

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	million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation

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Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

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	Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as

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	directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymont Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymont Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.

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	2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active park land and 10.23 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (AT), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active neighborhood parkland, 0.53 acres open space paseo and 9.7 acres of open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 7.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel CG-50; 2. A 0.53-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CG-70;

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	3. A 1.9-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 CG-80; 4. A 6.8-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 CG-81;and 5. A 1.0-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 CG-82. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3

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Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City

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	standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	No District formed yet-to be paid from future bond proceeds. Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-SO.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site

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	sections of temporary non- reimbursable and non- creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing

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	Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following three parcels: 1. A 1.9-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 CG-80; 2. A 6.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel CG-81; and 3. A 1.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel CG-82
Department	Engineering Division and Parks Department
Status	Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the

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	property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division

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Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	To be collected with future bond proceeds-no district formed yet. Ongoing obligation.
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance-Nothing collected yet, since no district formed yet. Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.

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Department	Planning Department
Status	Need to complete as construction occurs – Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a

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	Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating

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	Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees
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	described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair

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	share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreement not written until ready to form CFD. Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will

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	fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including

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	structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	No District formed yet. Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet. Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements

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Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner

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	construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities.

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	13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign

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	layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Planning Division / Electric
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or, (2) if such invoices are not available, documentation of payment from the WRSP CFD

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	for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including
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	Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

	owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

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

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

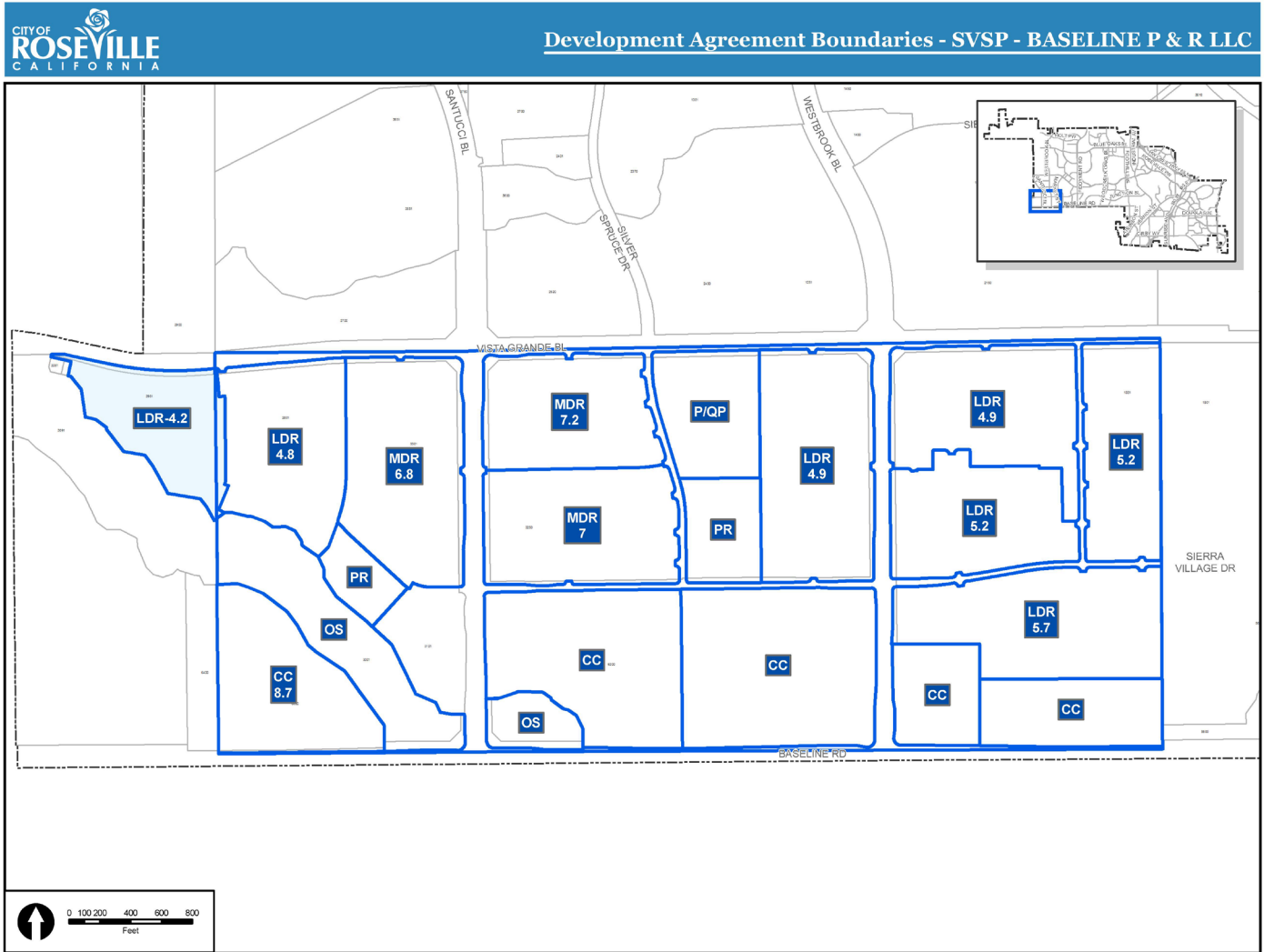
Owner Name: Baseline P&R, LLC
7700 College Town Drive, Ste 101
Sacramento, CA 95826

Current Agreement: Development Agreement by and between the City of Roseville and Baseline P&R, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Baseline P&R, LLC	June 18, 2010	30 Years	4831

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Electric Department and Building Division
Status	Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Not Complete</u> as of December 2019									
Section	2.1								
Title	Permitted Uses								
Obligation	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.								
Department	Planning Division								
Status	Ongoing obligation								
Section	2.2								
Title	Vested Entitlements								
Obligation	Low Density Residential: 620 units on 120.5 net acres Medium Density Residential: 536 units on 59.7 net acres High Density Residential: 150 units on 7.5 net acres Community Commercial: 64.0 net acres Community Commercial/Commercial Mixed use: 136 units on 18.3 net acres Community Commercial/Business Professional: 12.2 net acres Park: 11.8 net acres Open Space: 22.2 net acres Schools: 12.0 net acres Right of Way: 47.2 net acres								
Department	Planning Division								
Status	Ongoing Obligation								
Section	2.6								
Title	Affordable Housing								
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 155 units affordable to very low, low to middles income households. 40% for very low income households 40% for low income households 20% for middle income households								
Department	Housing Department								
Status	Ongoing obligation								
Section	2.6.1								
Title	Affordable Purchase Residential Units								
Obligation	Landowner agrees that 31 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>KT-20</td><td>202</td><td>31</td></tr></table>			Parcel	Total Units in Parcel	Middle Income Purchase Units	KT-20	202	31
Parcel	Total Units in Parcel	Middle Income Purchase Units							
KT-20	202	31							
Department	Housing Department								
Status	Obligation current - Not developed yet								
Section	2.6.1.1								
Title	Required Agreements								
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.								
Department	Housing Department								

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

Status	Obligation current - Not developed yet				
Section	2.6.1.2				
Title	Content				
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.				
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.5				
Title	In Lieu-Fee Affordable Housing				
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.1.6				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	No District formed yet – Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation				
Obligation	Landowner agrees that 124 affordable rental units will be reserved within the property, including 62 units for rental to very low income households and 62 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
	KT-30	150	124	62	62
Department	Housing Department				
Status	Ongoing obligation - Not developed yet				
Section	2.6.2.4				
Title	Community Facilities Districts				
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.				
Department	Finance Department				
Status	No District formed yet – Ongoing obligation				
Section	2.7.1				
Title	404 Permit				

**Sierra Vista Specific Plan - Baseline P&R, LLC
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Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s).

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase.

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Open Space Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Payment due – still outstanding - \$5,880
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined).

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Development Agreement Implementation Matrix**

	B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the

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	potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final

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	large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside

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	fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.
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	City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping
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	and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of
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	recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. 3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing Obligation

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Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.

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	Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing Obligation

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Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Not complete (Alt Trans) – Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee

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Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP

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	improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA
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	West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per

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	City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division
Status	Ongoing Obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing

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Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.21
Title	Park and Ride Lots
Obligation	Fifty (50) park and ride spaces shall each be provided by the respective Participating Owner on Parcels DF-40 and KT-41. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use if required by City's Zoning Code. Landowner 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 be located proximate to bus stop locations. Park and ride lots shall allow for exclusive daily weekday parking between the hours of 6:30am and 6:30pm. City may consider fewer park and ride spaces on Parcels DF-40 and KT-41 if a future analysis submitted by Landowner(s) of the respective parcels, on their own or jointly, is accepted by City indicating that fewer park and ride spaces than specified in this Section 3.5.21 suffice. Any such reduction in the number of park and ride spaces shall not require an amendment to this Agreement.
Department	Alternative Transportation
Status	Not completed yet – Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation

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Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water

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	connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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

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	with the 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be

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	demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

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	If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.

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Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate

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	connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement

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Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of

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	the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement

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	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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure

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Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is

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	automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 11.8 acres of active park land and 22.2 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 11.8 acres of active neighborhood parkland and 22.2 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 4.2-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel KT-51; 2. A 7.6-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-52; 3. A 17.5-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 KT-80B; and; 4. A 4.7-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 KT-81. Landowner 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

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	a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP.

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	City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768

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	per Low Density Residential unit, \$1,511per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner

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	shall pay a bike trail fee to fund Class 1bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into

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	an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following three parcels: 1. A 17.5-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 KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	Ongoing Obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Ongoing Obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.

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Department	Engineering Division and Parks Department
Status	Ongoing Obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division and School Districts
Status	Ongoing Obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

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Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing Obligation as construction occurs
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.

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Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra

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	Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

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	(a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit
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	commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet-Ongoing Obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department

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Status	Agreement comes with CFD formation - Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing Obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing Obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential,

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	medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet - Ongoing Obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and

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	3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation once formed
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet – Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements

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	for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing Obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things,

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	the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.

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	12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be

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	constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing Obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:

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	(1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure,
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**Sierra Vista Specific Plan - Baseline P&R, LLC
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	as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing Obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above,

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	City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.7.1
Title	Additional Reimbursement from Certain Urban Reserve Property
Obligation	In addition to reimbursement for planning and environmental review costs set forth in Section 4.2.7, Landowner is entitled to reimbursement for the portion of the Plan Area's planning and environmental costs incurred by the owner of a portion of APNs 017-150-001 and 017-150-011 (the "Placer 2780 Property") from the owner of APNs 017-150-002, 017-150-019, 017-150-023 and 017-150-025 (the "Richland Property"), prior to said latter owner's withdrawal from the Specific Plan, in the amount of \$241,708. The withdrawal of the Richland Property caused the Specific Plan to be modified in such a way as to require deletion of the Placer 2780 Property from the Specific Plan. Prior to deleting the Placer 2780 Property from the Specific Plan, the owner of the Placer 2780 Property incurred said \$241,708 in planning and environmental costs. City shall use its best efforts to require payment of such reimbursement by the owner of the Richland Property to Placer 2780, LLC, at the time the owner of the Richland Property files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of payment of such costs from the owner of the Richland Property, City shall pay the funds so received to Placer 2780, LLC. If for any reason City is not able to collect such reimbursement at the time that the owner of the Richland Property files an application for any land use entitlements on its property, then City shall use its best efforts to condition such reimbursement be paid upon the effective date of any such land use entitlements. Said reimbursement shall be personal to Placer 2780, LLC and shall not run with the land, unless Placer 2780, LLC notifies City in writing that it has assigned its right to such reimbursement.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government

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Development Agreement Implementation Matrix**

	Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing Obligation

**Sierra Vista Specific Plan - Baybrook Limited Partnership
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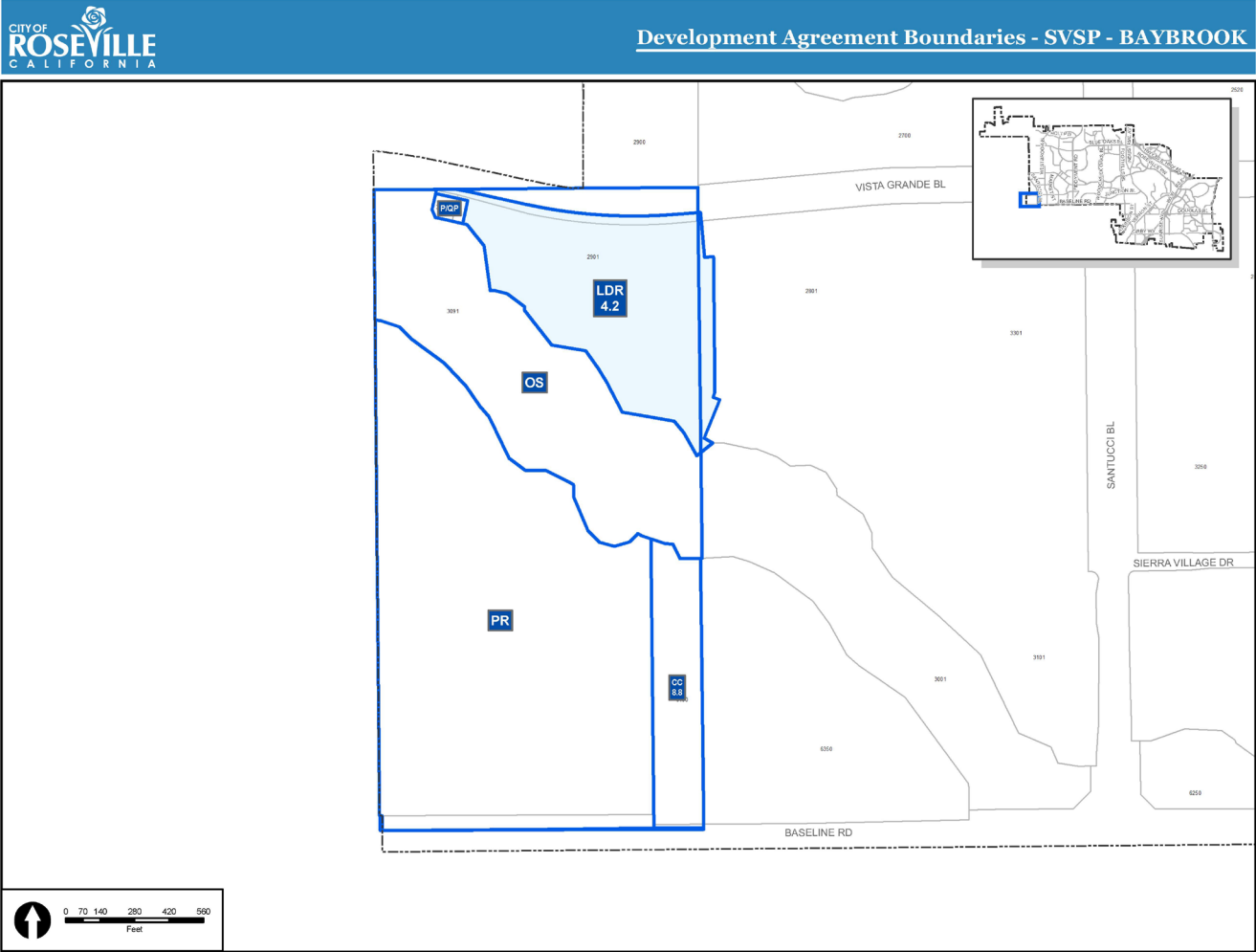
Owner Name: Baybrook Limited Partnership
111 West Washington Street, Ste 1525 Chicago, IL 60602

Current Agreement: Development Agreement by and between the City of Roseville and Baybrook Limited Partnership to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Baybrook Limited Partnership	June 18, 2010	30 Years	4832

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Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan - Baybrook Limited Partnership
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Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed to be developed as affordable housing.
Department	Housing Department
Status	Affordable units not designated for this property. Units being developed in other areas of SVSP. No affordable housing obligations
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus

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	25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Obligation Completed
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City

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	in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Complete
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division, Open Space Division, and Environmental Coordinator
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00 . The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Completed obligation

**Sierra Vista Specific Plan - Baybrook Limited Partnership
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Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing Obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 62 units on 12.4 net acres Community Commercial/Commercial Mixed use: 5.2 net acres Park: 39.9 net acres Open Space: 17.9 net acres Other Public: .3 net acres Right of Way: 4.1 net acres
Department	Planning Division
Status	Ongoing Obligation
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any

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	mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase

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Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division, Open Space Division and Finance Department
Status	Finance: No District formed yet
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Open Space Division and Finance Department
Status	Finance: No District formed yet
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army

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	Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Outstanding Obligation – Past due payment of \$320.00
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	Engineering Division and City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to

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	demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans are being conditioned – Ongoing Obligation.
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to

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	Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Improvement plans and map are being conditioned – Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts

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	shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to

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	the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook
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	Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment,
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	City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner' s Property, for all DUEs on Landowner' s Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of

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	the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing Obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building

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	permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to

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	include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)

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Section	3.5.13
Title	City-County Fee
Obligation	3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation – Past due amount of \$800.00 for the 2019 administrative period
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to

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	the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection
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	Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound)

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	North Leg: N/A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.19
Title	Transportation Systems Management

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Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.4

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Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring

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	wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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

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	all phases of the SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's

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	Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement.

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	If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner shall install signage at future water facility sites

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	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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in

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	Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement.

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	The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing Obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing Obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans

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	for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.4

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Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Department
Status	Ongoing Obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for

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	residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation

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Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active park land and 17.9 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Parks/Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active Citywide Parkland, 17.9 acres open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 39.9 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-50; and 2. A 17.9-acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modifications (i.e. fire breaks) and preservation of wetland habitat and open space, shown as Parcel KT-80A. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this

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	Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to

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	reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department – on going obligation
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-

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	Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and

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	Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following parcel: 1. A 17.9-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 KT-80A.
Department	Engineering Division and Parks Department

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Status	Ongoing Obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Ongoing Obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering Division and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2

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Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Finance: No District formed yet – ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing Obligation

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Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing Obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project

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	CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and

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	Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding
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	\$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to

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	the extent available.
Department	Finance Department
Status	Agreement not in place until District formation – Ongoing Obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing Obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the

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	Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	Ongoing Obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the

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	Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing Obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land has not been annexed into CFD 3 yet - Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing Obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing Obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements

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	for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing Obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station

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	site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities.

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	13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities.

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	B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric and Housing Department
Status	Ongoing Obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or,

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	(3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an
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Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing Obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner,

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing Obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

	thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing Obligation

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

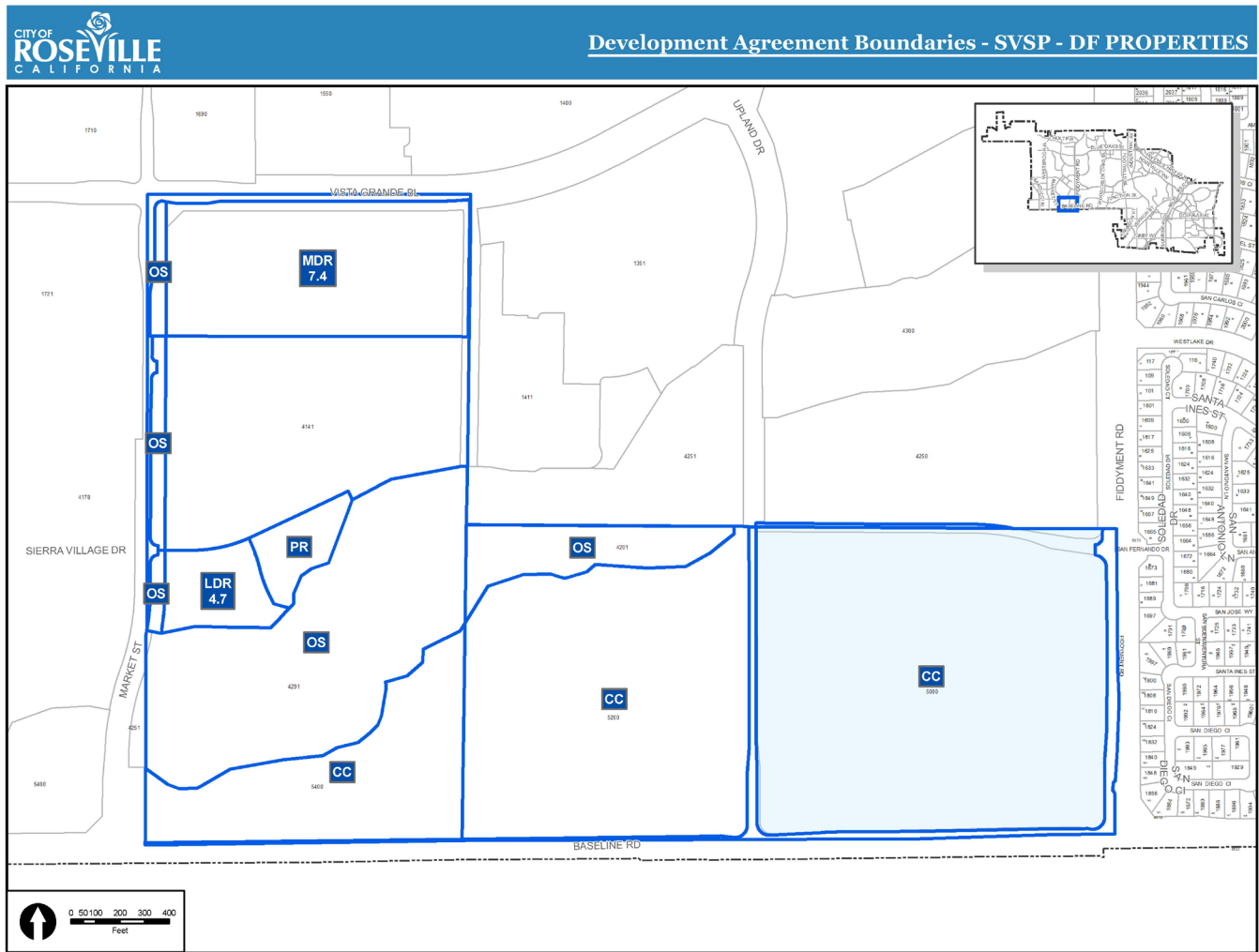
Owner Name: DF Properties, Inc.
2013 Opportunity Drive, Ste 140
Roseville, CA 95678

Current Agreement: Development Agreement by and between the City of Roseville and DF Properties, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
DF Properties	June 18, 2010	30 Years	4833

Sierra Vista Specific Plan - DF Properties, Inc. Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 117 units on 23.5 net acres Medium Density Residential: 113 units on 14.5 net acres Community Commercial: 82.1 net acres Park: 1.8 net acres Open Space: 26.3 net acres Open Space (paseo): 2.3 net acres

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Right of Way: 9.7 net acres		
Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 5 units to middle income households.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 31 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	DF-20	113	5
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.2		
Title	Content		
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.5		
Title	In Lieu-Fee Affordable Housing		
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.6		
Title	Community Facilities Districts		
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.		
Department	Finance Department		
Status	Ongoing obligation- no district formed yet		
Section	2.6.2.1		

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Title	Multi Family Affordable Rental Units – Affordable Obligation
Obligation	In satisfaction to the property's obligation to provide housing to nine (9) low income and nine (9) very low income households, landowner agrees that for any residential purchase units constructed on Parcel DF-20 that include a carriage unit/expanded living area located over a residential purchase unit's garage, which carriage unit may be accessible through a walkway and gate or through an alley, landowner shall deed restrict such carriage units. Units shall be leased to either low income or very low income households to the following terms: (i) All residential purchase units on Parcel DF-20 constructed to include Carriage Units shall have a recorded deed restriction against any such residential purchase units regarding the allowance and restriction that any lease of the Carriage Units shall be to very low income households; (ii) The number of residential purchase units on Parcel DF-20 with such deed restriction shall be 2.5 times the number of affordable rental units assigned to Parcel DF-20 for which affordable housing on Parcel DG-20 is credited. By way of example, if credit for 10 affordable rental units is given to Parcel DF-20, then Parcel DF-20 would need to have a minimum of 25 residential purchase units with the deed restriction described herein; (iii) Separate electric meters shall be installed on Carriage Units which are to be given affordable housing credit; and (iv) No additional development impact fees shall be required of a residential purchase unit for a Carriage Unit above such fees normally collected for issuance of building permit for a residential purchase unit, though development impact fees based on square footage for the residential purchase unit shall include the square footage of such Carriage Unit.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.2.4
Title	Community Facilities Districts
Obligation	The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and , on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.
Department	Finance Department
Status	Ongoing obligation-No District formed yet
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Opens Space Division and Environmental Coordinator
Status	Ongoing obligation

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet. Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Open Space Division and Finance Department
Status	Finance: No District formed yet. Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.

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Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion

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	of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be

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	allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.

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Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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

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	Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on
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	Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-
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	constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when
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	such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.1
Title	Upland Drive
Obligation	The design of Upland Drive adjacent to Parcels DF-41 and DF-42 shall be determined with the subsequent Major Project Permit for the development of those parcels. The potential locations for street improvements to control speed and/ or improve vehicle turning movements shall be determined at the time of approval of any Major Project Permit on those parcels. The costs to accommodate such improvements will be the responsibility of the Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.2
Title	Bus Transfer Station
Obligation	The design and location of the bus transfer station on Parcel DF-40 shall be determined with the subsequent Major Project Permit for that parcel (or another Major Project Permit including that parcel). The bus transfer station will include bus turnouts and shelters and bike lockers to accommodate the bus transfer center requirements as determined by the City at the time of approval of any Major Project Permit including Parcel DF-40. Landowner shall maintain the bus transfer station with reimbursement from the Public Services CFD as defined in Section 3.19 of this Agreement. The access road for the bus transfer station on Parcel DF-40 shall be a public street designed and constructed to City standards from Market Street to the intersection with Baseline Road. The LLM prepared for the entire Plan Area as discussed in Section 3.3.1 above shall include a roadway easement and necessary public utility easements/landscape easements (PUE/LSE) from Parcel CG-82 to connect Parcel DF-40 to Market Street.
Department	Alternative Transportation
Status	Preliminary design approved; bus transfer station has not been constructed yet (Alt

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	Trans). Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation

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Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to

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	future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various

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	land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road

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	Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto

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	Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee.

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	Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound)
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	North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.21
Title	Park and Ride Lots
Obligation	Fifty (50) park and ride spaces shall each be provided by the respective Participating Owner on Parcels DF-40 and KT-41. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use if required by City's Zoning Code. Landowner 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 be located proximate to bus stop locations. Park and ride lots shall allow for exclusive daily weekday parking between the hours of 6:30am and 6:30pm. City may consider fewer park and ride spaces on Parcels DF-40 and KT-41 if a future analysis submitted by Landowner(s) of the respective parcels, on their own or jointly, is accepted by City indicating that fewer park and ride spaces than specified in this Section 3.5.21 suffice. Any such reduction in the number of park and ride spaces shall not require an amendment to this Agreement.
Department	Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no

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	obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement.
	The timing for the payment of any such reimbursement by such third party/benefiting

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	landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties} that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures

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Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted

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	City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth

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	reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan

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	concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section

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	and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in
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	this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of

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	parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as

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	required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities

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Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be

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	utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 1.8 acres of active park land and 28.57 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 1.8 acres of active neighborhood parkland, 2.27 acres open space paseo and 26.3 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel DF-50;

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	2. A 0.61-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-70; 3. A 1.24-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-71; 4. A 0.42-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel DF-72; 5. A 21.6-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 DF-80; and 6. A 5.5-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 DF-81. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other

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	things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing

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	the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-

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	foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class IA bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible

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	for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following three parcels: 1. A 12.6-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 DF-80; and; 5.5.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel DF-81.
Department	Engineering Division and Parks Department
Status	Not dedicated yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water

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	quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Open Space Division, Engineering Division and Environmental Coordinator
Status	Not dedicated yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering, Building Division and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

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Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and

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	school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if

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	applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3).
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	City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair

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	share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Agreements not entered into until District formation process – ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this

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	Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of

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	entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	Ongoing obligation-No District formed yet
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD No. 3 yet – ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21

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Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things,

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	the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	(2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have
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**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

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

**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

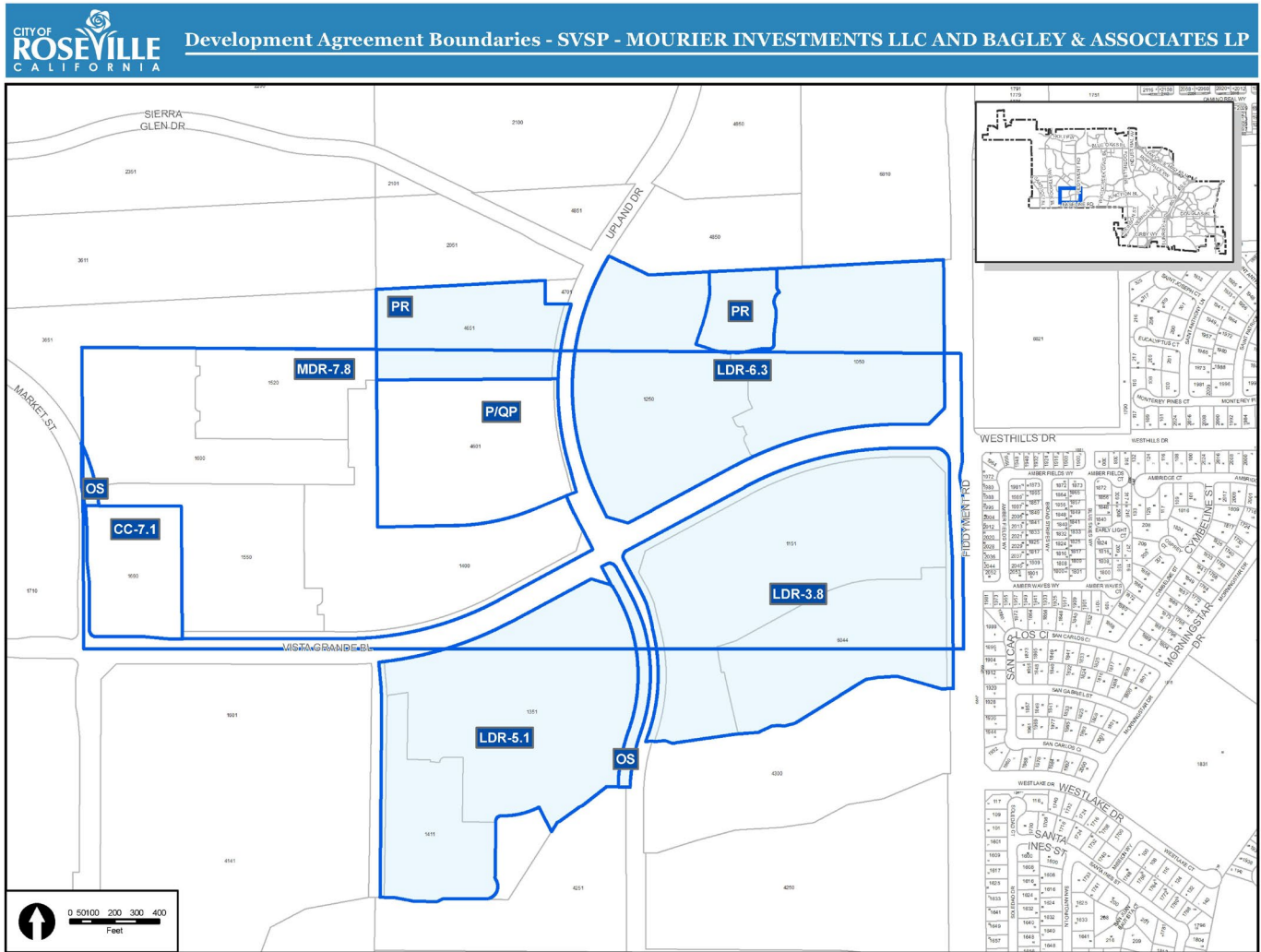
Bagley & Associates, L.P.
2139 S. Camino Real
Washington, Utah 84780

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Bagley & Associates, L.P. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Bagley & Associates, L.P.	June 18, 2010	30 Years	4835

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



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Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 225 units on 45.0 net acres Medium Density Residential: 359 units on 39.9 net acres Community Commercial/Commercial Mixed use: 40 units on 5.7 net acres Park: 2.3 net acres Open Space: 1.2 net acres Schools: 12.0 net acres Right of Way: 16.5 net acres
Department	Planning Division

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Participating Owners of affordable housing elsewhere within the Specific Plan, ten percent (10%) of the total residential units which are actually constructed within the Specific Plan are to be developed as affordable housing.
Department	Housing Department
Status	Obligation being developed in the Specific Plan.
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area

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	Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Open Space Division, Environmental Coordinator and Engineering Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Open Space Division, Planning Division and Finance Department

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Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to

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	the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot

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	Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist

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	of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if

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	Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site
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	development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage
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	improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small

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	lot subdivision maps and City acceptance of completed improvements.
	<u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of

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	construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements

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Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment

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	Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound

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	direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes
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	One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes

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Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use

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	by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental

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	Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares.

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	In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department

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Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

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	(i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled

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	to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency

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	required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the

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	Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department

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Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 2.3 acres of active park land and 1.18 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans) not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 2.3 acres of active neighborhood parkland and 1.18 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 2.3-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel MF-50 (partial); 2. A .26-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-70; 3. A .32-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-72;and; 4. A 0.6-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel JM-73 (partial). Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation

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Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1

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Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.

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Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction

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Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following three parcels:

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	1. A 17.5-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 KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department, Engineering Division and Environmental Coordinator
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not

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	initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation

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Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP

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	parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this

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	Agreement.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale

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	or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any
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	property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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.

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	All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

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	3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
	3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
	3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
	3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
	3.19.2.11	Maintain fire breaks within open space areas;
	3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department	
Status	No District formed yet-Ongoing obligation	
Section	3.19.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.1.1	
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit	
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.	

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Department	Finance Department
Status	Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the

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	Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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.

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	5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner,
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Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-
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Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the

**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
Development Agreement Implementation Matrix**

	monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments and Computer Deductions
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

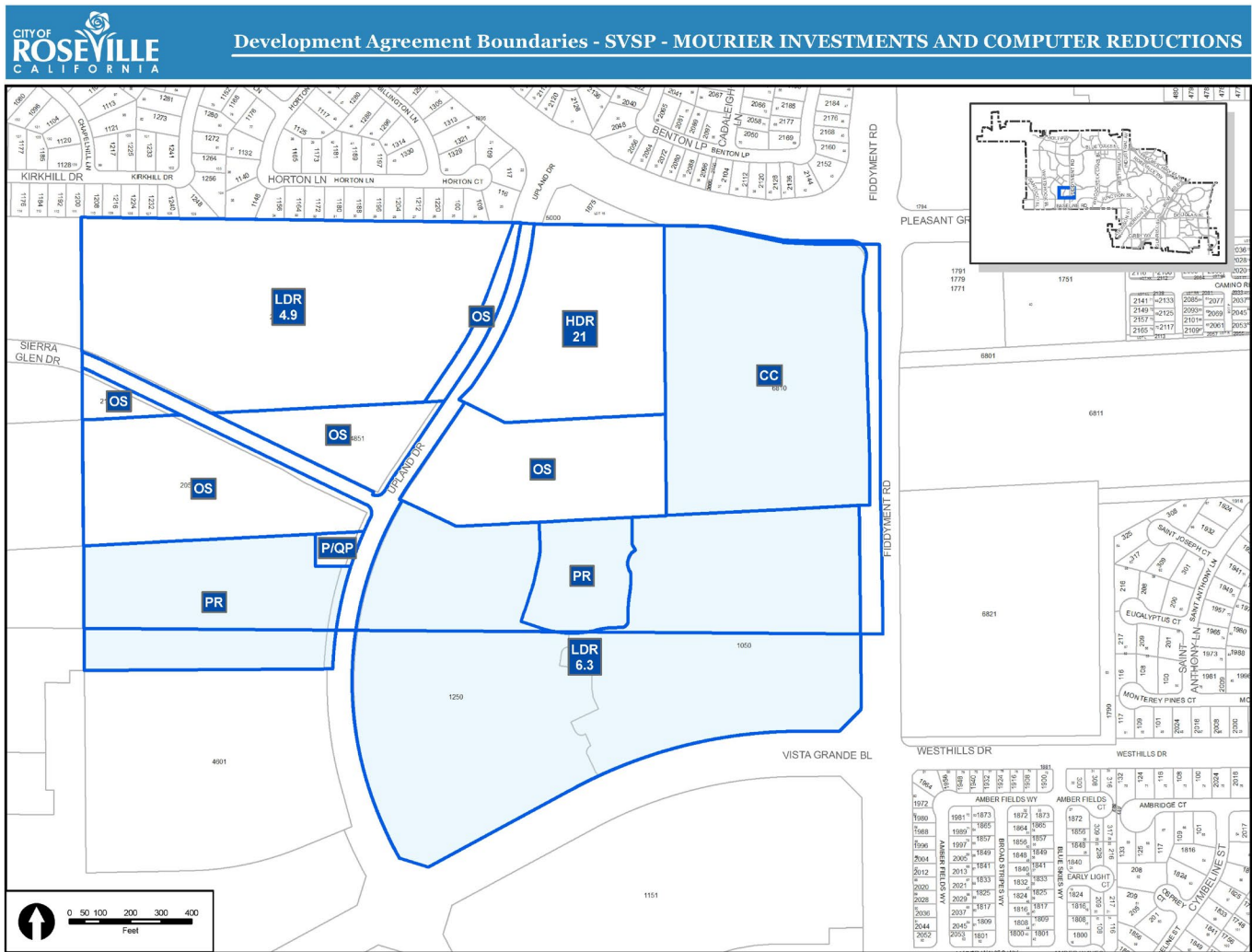
Computer Deductions, Inc.
2701 Rattlesnake Road
Newcastle, CA 95658

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Computer Reductions, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Computer Deductions, Inc.	June 18, 2010	30 Years	4836

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.14.10
Title	Ortho-photography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	cost of ortho-photography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 144 units on 28.9 net acres High Density Residential: 138 units on 6.1 net acres Community Commercial/Business Professional: 15.1 net acres Park: 8.3 net acres Open Space: 16.0 net acres Open Space (paseo): 0.9 net acres Well Site: 0.3 net acres Right of Way: 47.2 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide

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	138 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households				
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.1				
Title	Multi Family Affordable Rental Units Affordable Obligation				
Obligation	Landowner agrees that 138 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	JM-30	138	138	69	69
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.4				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	District not formed yet-Ongoing obligation				
Section	2.6.1.5				
Title	In Lieu-Fee Affordable Housing				
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.7.2.2				
Title	404 Permits for Individual Landowner				
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances.				
	In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.				
Department	Engineering Division/ Environmental Coordinator				
Status	Ongoing obligation				

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Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Environmental Coordinator and Open Space Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining

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	404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Open Space Division, Planning Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to

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	City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein

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	defined).
	B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the

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	potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service

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	needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside

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	Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of
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	said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another
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	participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3

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Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines.

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	Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be

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	subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the

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	Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee.

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	A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection

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	Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay
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	Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following:

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	• Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-

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	entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement.

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	The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation

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Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective

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	set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property

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	benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4

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Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9

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Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and

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	(iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4

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Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

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	Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in

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	Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV").

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	The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active park land and 16.88 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active neighborhood

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	parkland, 0.88 acres open space paseo and 16.0 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 5.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel JMG-50 (partial); 2. A 2.6-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel JM-51; 3. A 0.88-acre, more or less, portion of the Property for the purposes of an open space paseo, shown as Parcel JM-71; 4. A 0.6-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 JM-80; 5. A 6.5-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 JM-81; 6. A 2.7-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 JM-82;and 7. A 6.2-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 wetland habitat and open space, shown as Parcel JM-83. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

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	The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood

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	Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee

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Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and

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	construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following four parcels: 1. A 0.6-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

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	habitat and open space, shown as Parcel JM-80; 2. A 6.5-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 JM-81; 3. A 2.7-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 JM-82; d 4. A 6.2-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 wetland habitat and open space, shown as Parcel JM-83.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	No dedications as yet – ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries

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Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject

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	to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, CO-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

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Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided,

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	however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

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	(f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.
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	Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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

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	Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public

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	rights-of-way and ancillary landscaping;
3.19.2.6	Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;
3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year,

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	and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD 3 yet – Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

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	With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies.

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	4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
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	22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted

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	and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by
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Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments & Wealth Properties
Development Agreement Implementation Matrix**

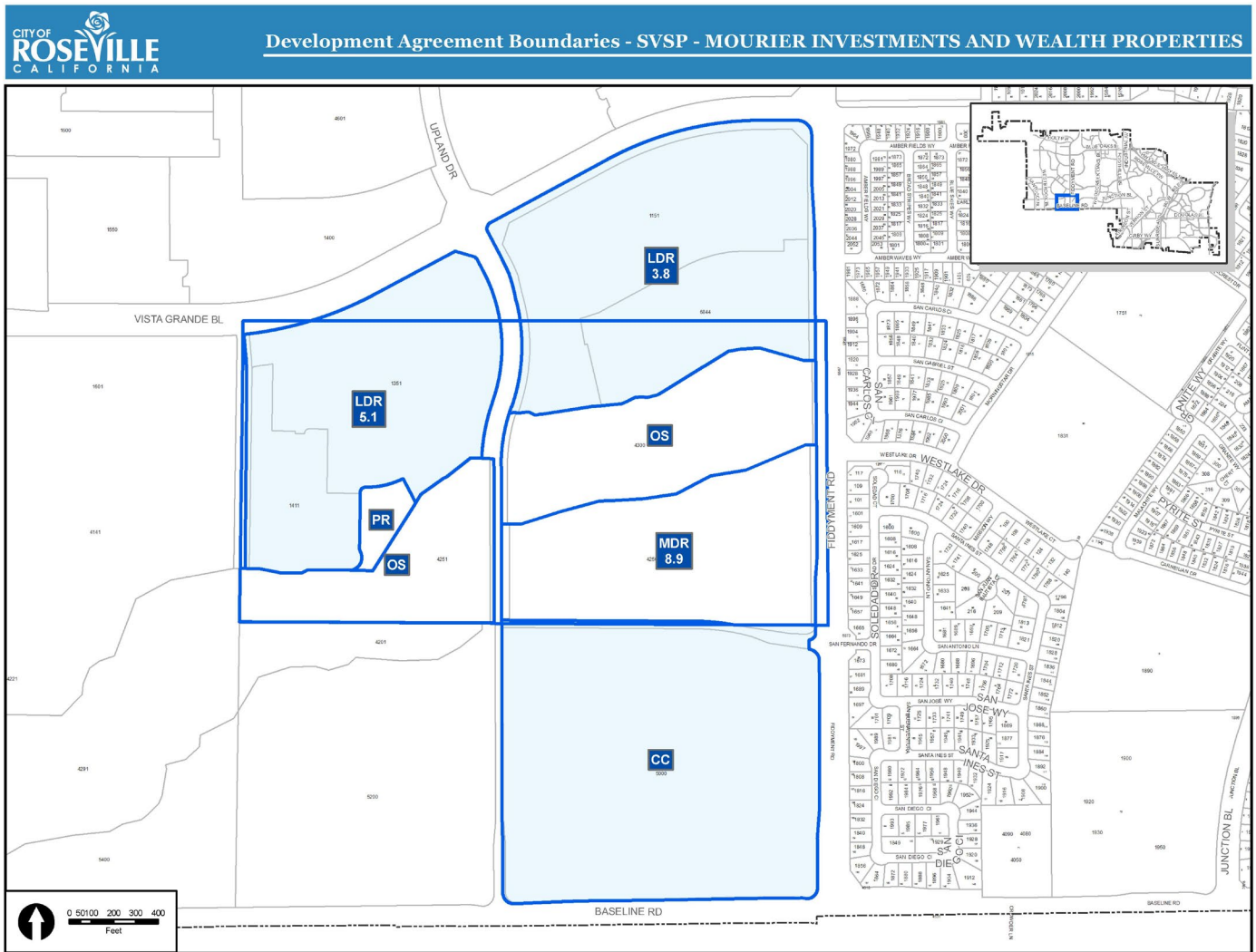
Owner Name: Mourier Investments, LLC
1430 Blue Oaks BL., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments LLC and Wealth Properties, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Wealth Properties, Inc.	June 18, 2010	30 Years	4837

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division

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Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00.

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 145 units on 29.1 net acres Medium Density Residential: 168 units on 18.7 net acres Park: 1.5 net acres Open Space: 25.6 net acres Open Space (paseo): 0.8 net acres Right of Way: 47.2 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Participating Owners of affordable housing elsewhere within the Specific Plan, ten percent (10%) of the total residential units which are actually constructed within the Specific Plan are to be developed as affordable housing.
Department	Housing Department
Status	Obligation to be developed in the Specific Plan
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Open Space Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas,

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	including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Open Space Division, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2

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Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water

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	Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4

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Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage

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	Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any
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	payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of
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	the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of
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	recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. 3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6

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Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in

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	locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard / Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer

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	Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway

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	extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane,

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	resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA
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	All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the

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	obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities

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Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to

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	serve the development of the Property (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be

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	drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City

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	adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required

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	to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such
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	third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without

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	cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from

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	time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water

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	Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at

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	its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department

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Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as

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	defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.5 acres of active park land and 26.4 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)

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Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 1.5 acres of active neighborhood parkland, 0.8 acres open space paseo and 25.6 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.5-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel JM-52; 2. A 0.8-acre, more or less, portion of the Property for the purpose of an open space paseo shown as Parcel JM-73 (partial); 3. A 10.4-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 JM-84; and 4. A 15.2-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 wetland habitat and open space, shown as Parcel JM-85. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation

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Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time

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	that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities

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Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space

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	where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following two parcels: 1. A 10.4-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 JM-84; and 2. A 15.2-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 wetland habitat and open space, shown as Parcel JM-85.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the

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	404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Open Space Division, Engineering Division and Environmental Coordinator and
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its

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	sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance-No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities

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Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM-51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.

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Department	Planning Division
Status	Ongoing obligation
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such

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	that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide

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	Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).
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	Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible Improvements if

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	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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

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	3.19.2.6	Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;
	3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
	3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
	3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
	3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
	3.19.2.11	Maintain fire breaks within open space areas;
	3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
	3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department	
Status	No District formed yet-Ongoing obligation	
Section	3.19.3	
Title	Public Parcel Exclusion	
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.	
Department	Finance Department	
Status	Ongoing obligation	
Section	3.20.1.1	
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit	
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and	

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	\$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD No. 3 - Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense,

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	all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians,

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	paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is
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Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/ her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot

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	parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.
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	D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

	extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

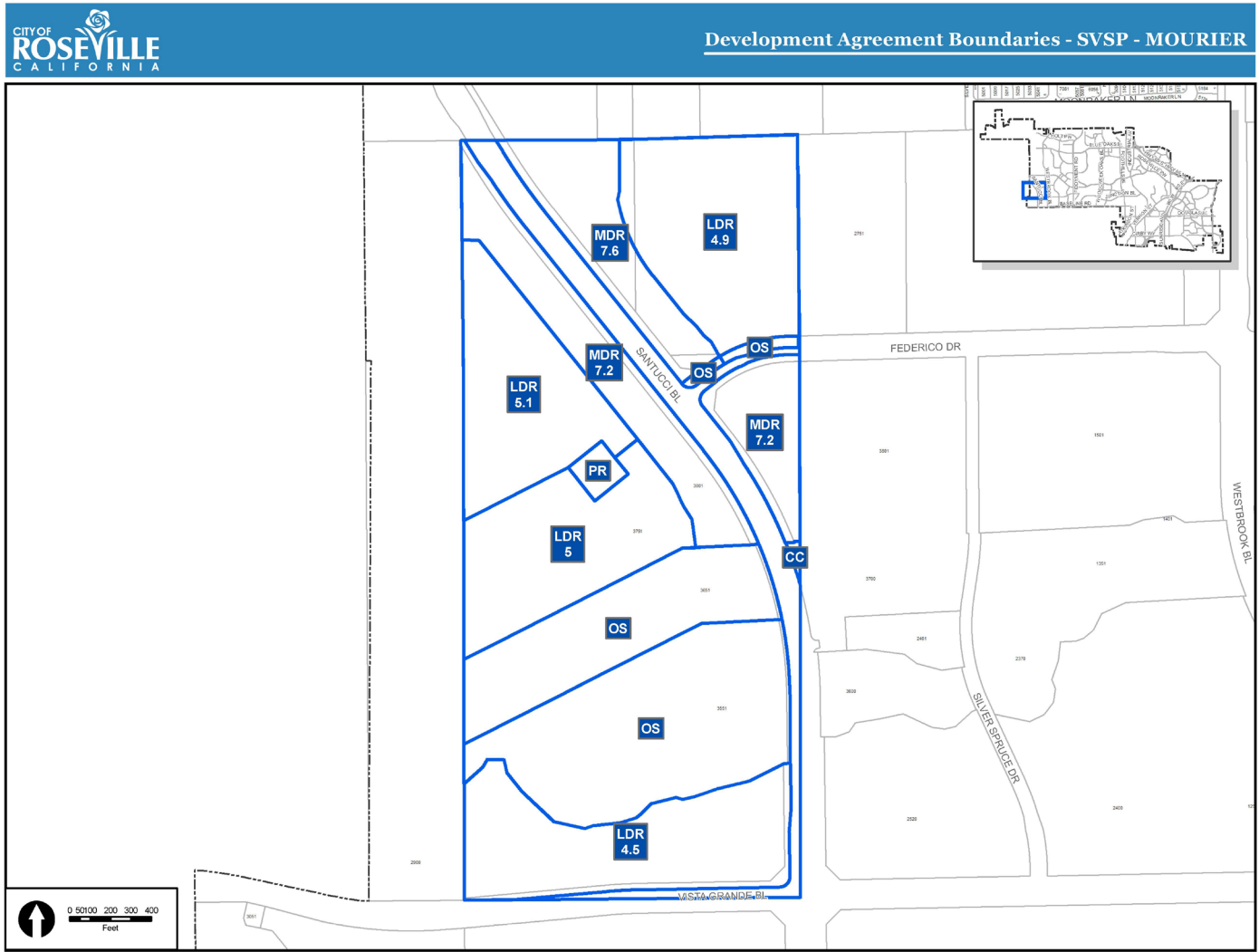
Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC	June 18, 2010	30 years	4834

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements
Obligation	Low Density Residential: 308 units on 61.8 net acres Medium Density Residential: 197 units on 22.0 net acres Community Commercial: 0.1 net acres Park: 1.0 net acres Open Space: 37.1 net acres Open Space (paseo): 0.8 net acres Right of Way: 17.3 net acres

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

Department	Planning Division		
Status	Ongoing obligation		
Section	2.6		
Title	Affordable Housing		
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 34 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 34 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:		
	Parcel	Total Units in Parcel	Middle Income Purchase Units
	CO-20	84	34
Department	Housing Department		
Status	Ongoing obligation - Not developed yet		
Section	2.6.1.1		
Title	Required Agreements		
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.		
Department	Housing Department		
Status	Ongoing obligation - Not recorded yet		
Section	2.6.1.2		
Title	Content		
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.		
Department	Housing Department		
Status	Not recorded yet – Ongoing obligation		
Section	2.6.1.5		
Title	In Lieu-Fee Affordable Housing		
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.		
Department	Housing Department		
Status	Ongoing obligation		
Section	2.6.1.6		
Title	Community Facilities Districts		
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.		
Department	Finance Department		
Status	No District formed yet – Ongoing obligation		

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville

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	Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Development and Operations Department
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Development and Operations Department, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).

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Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs

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	described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure

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	master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD).

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	Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape

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	easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its

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	property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of
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	the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to
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	building permits on Landowner' s Property, for all DUEs on Landowner' s Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO 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 to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

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Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then

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	un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville

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	Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13

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Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated

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	Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and
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	Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound)

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	North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management

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	Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements

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Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location

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	of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project.

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	Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is

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	level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban

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	Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per

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	City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010

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	dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the

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	formation of a CFD and issuance of bonds for such CPD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage

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	plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation

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Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

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	1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.0 acres of active park land and 37.87 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from

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	single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 1.0 acres of active neighborhood parkland, 0.77 acres open space paseo and 37.1 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.0-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel CO-50; 2. A .25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CO-70; 3. A .52-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CO-71; 4. A 14.2-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 wetland habitat and open space, shown as Parcel CO-80; and; 4. A 22.9-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 CO-81. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

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	The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of

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	such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5

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Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and

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	construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following three parcels: 1. A 17.5-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

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	habitat and open space, shown as Parcel KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Ongoing obligation
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of

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	any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be

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	conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.

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Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	No District formed yet – Ongoing obligation

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Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of

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	bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City- Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such
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	CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	No District formed yet - Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall

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	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.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring

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	phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	No District formed yet-Ongoing obligation
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land not annexed into CFD No. 3 yet – Ongoing obligation
Section	3.20.2

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Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District.
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**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for
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**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

	with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before 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, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

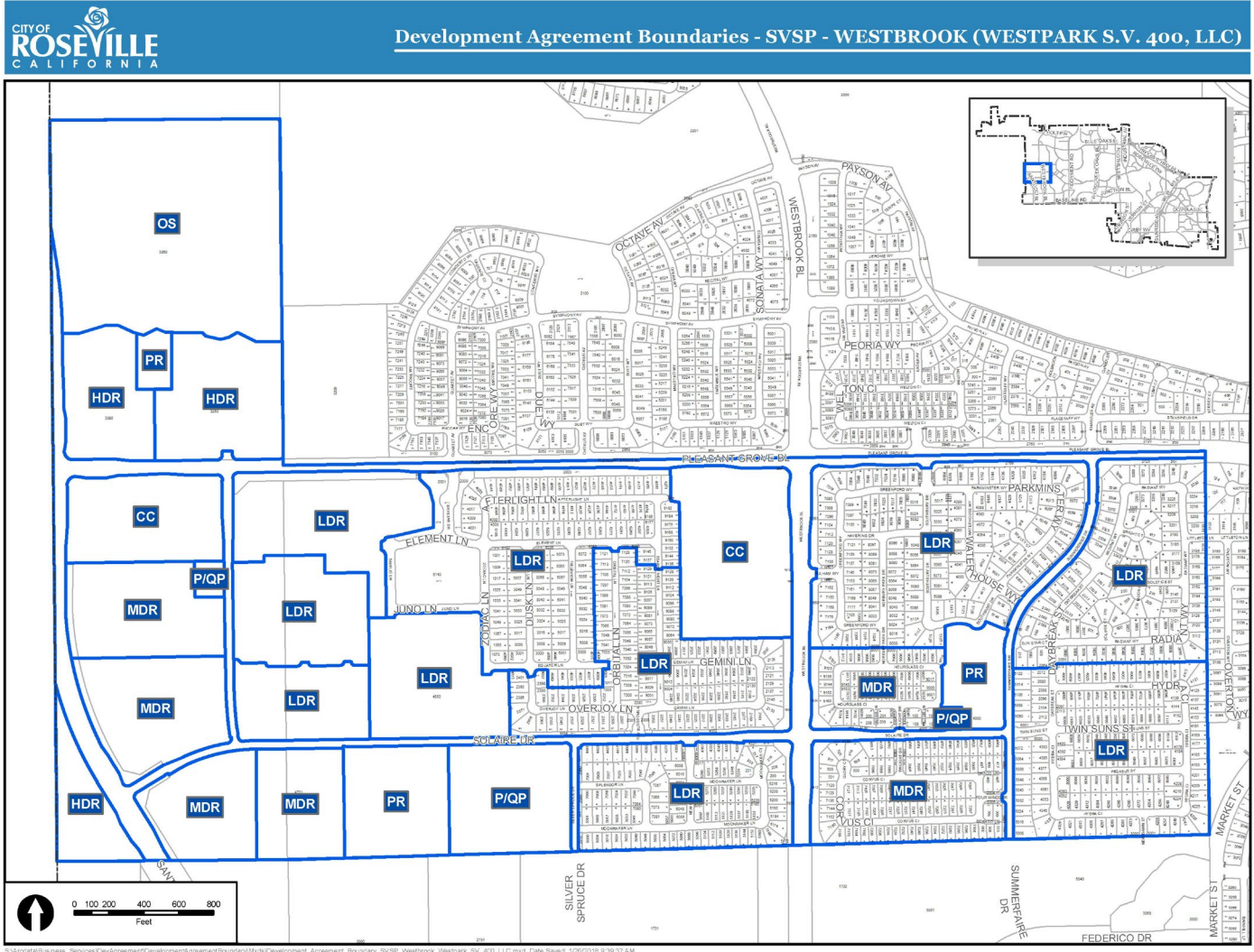
Owner Name: Westpark S.V. 400, LLC
1420 Rocky Ridge Dr., Ste 265
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Westpark S.V. 400, LLC	June 20, 2012	30 Years	5079
Amendment #1	May 4, 2016		5681

Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC) Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019														
Section	2.6.1													
Title	Affordable Purchase Residential Units #1 Amendment – Ord. #5681													
Obligation	Landowner agrees that 41 units will be reserved as detached and/or single family residential units affordable to middle income purchasers as follows: <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr> </thead> <tbody> <tr> <td>WB-20</td><td>162</td><td>29</td></tr> <tr> <td>WB-21</td><td>65</td><td>12</td></tr> <tr> <td>Total</td><td>227</td><td>41</td></tr> </tbody> </table> Amendment #1 Section 2.6.1 of the DA is deleted in its entirety, with Landowner's agreement, as set forth in Section 2.6.2, that the forty-one (41) middle income purchase unit obligation on PCL WB-20 and WB-21 is being transferred from PCL WB-20 and WB-21 to PCL WB-30 and WB-32 as rental unit obligation for forty-one (41) low income households.		Parcel	Total Units in Parcel	Middle Income Purchase Units	WB-20	162	29	WB-21	65	12	Total	227	41
Parcel	Total Units in Parcel	Middle Income Purchase Units												
WB-20	162	29												
WB-21	65	12												
Total	227	41												
Department	Housing Department													
Status	Obligation transferred - complete													
Section	2.6.1.1													
Title	Required Agreements													
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.													
Department	Housing Department													
Status	Obligation complete													
Section	2.6.1.2													
Title	Content													
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.													
Department	Housing Department													
Status	Obligation complete													
Section	2.6.1.6													
Title	Community Facilities Districts													
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.													
Department	Finance Department													
Status	Obligation complete, not applicable													
Section	2.6.2.1													
Title	Multi Family Affordable Rental Units #1 Amendment – Ord. #5681 – deleted obligation													
Obligation	Landowner agrees that 162 affordable rental units will be reserved within the property, including 81 units for rental to very low income households and 81 units for rental to low income households as follows:													

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	WB-33	162	162	81	81
Department	Housing Department				
Status	WB-33 was removed as an obligation in 1st amendment				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.				
Department	Engineering Division / Environmental Coordinator				
Status	Obligation complete				
Section	2.7.2				
Title	Westbrook Boulevard; Santucci Boulevard				
Obligation	Among the public improvements to be constructed on the Property that will be covered by the 404 Perm.it is the portion of Westbrook Boulevard that crosses the Property between the West Roseville Specific Plan area and the Sierra Vista Specific Plan area. Landowner acknowledges that other property owners in the SVSP area are also seeking 404 permits that include the portion of Westbrook Boulevard that crosses the Property. If other SVSP landowners obtain their 404 permits that include the above referenced portion of Westbrook Boulevard, and those SVSP landowners seek to proceed to construct the referenced portion of Westbrook Boulevard ahead of Landowner, Landowner shall reimburse the constructing SVSP landowner(s) for actual costs of the required resource mitigation for the area to be graded for Westbrook Boulevard, but not including any costs of state and federal permitting. Additionally, Landowner shall, without compensation to Landowner, provide a right of entry, including a temporary construction easement to the SVSP landowner(s) seeking to construct the portion of Westbrook Boulevard referenced herein, subject to such constructing SVSP landowner(s) providing written indemnification acceptable to Landowner. Landowner shall not encumber with a conservation easement the future extension of Santucci Boulevard by others north of the northern property line of Parcel WB-30, which extension area shall reflect the ultimate right-of-way width plus fifty (50) feet.				
Department	Engineering Division / Environmental Coordinator				
Status	Obligation Complete				
Section	2.7.5				
Title	Facilities Included in 404 Permits				
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).				
Department	Engineering Division / Environmental Coordinator				
Status	Obligation Complete				
Section	2.7.6				
Title	Preserve Area Operation and Management Plans				
Obligation	Following successful completion of the Establishment Monitoring period as determined				

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

	by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage. Landowner's pro-rata share, based on 397.4 acres as the numerator and 2,024.0 acres as the denominator (397.4 + 1,626.6 for the SVSP) is 19.63%, or a total of \$7,852.
Department	Engineering Division and Alternative Transportation
Status	Obligation complete (Alt Trans)
Section	3.6.1
Title	Lift Station Site
Obligation	Landowner shall, at its expense, design and construct the sewer lift station (PCL WB-62). Construction of such sewer lift station shall be consistent with the Sanitary Sewer Master Plan.
Department	Environmental Utilities Department
Status	Obligation Complete - the lift station on WB-62 has been constructed, is operational and was accepted by the City on March 4, 2020 (Res. 20-055)
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Obligation Complete – all backbone wastewater infrastructure has been constructed for the property.

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Obligation complete – the SPWA expanded the service boundary to include the property. The City is issuing builder permits within Westbrook.
Section	3.7.2
Title	Groundwater Wells
Obligation	Landowner shall dedicate to City Parcel WB-61 for one (1) groundwater well at the approximate location shown on Exhibit "L". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate the well site within the Project until these objectives are satisfied. Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Obligation Complete – the below surface production well drilling was completed by Landowner and the parcel dedicated to the City on January 18, 2017.0
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Obligation Complete – all backbone water infrastructure has been constructed for the property.
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and

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	Santucci Boulevard right-of- way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Obligation Complete - The Property does not have any frontage on Baseline Road and section of Santucci Blvd from the southern property line of the Property to Pleasant Grove Blvd has been constructed and accepted by the City of Roseville.
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Obligation complete – all recycled water facilities have been constructed and all are within the public right-of-way.
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Obligation Complete – Title 22 report was prepared and approved by all parties.
Section	3.10.2.1
Title	Detention Basin; Water Quality Outfall Swale #1 Amendment – Ord. #5681
Obligation	In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the detention basin within Parcel WB-80 and the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan for the Project. The final design and land dedication requirements of the detention basin and the water quality facility shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale,

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	per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan. <u>Amendment #1</u> In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan, as amended, for the Project. The final design and land dedication requirements of the water quality facility shall include the hydro modification detention requirements as defined in the amended Master Drainage Plan, and shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. The construction of the drainage outfall and relocation of the existing outfall structure shall take place at the time when Pleasant Grove Boulevard is improved along the frontage of Parcel WB-3A. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan.
Department	Engineering Division and Environmental Utilities Department
Status	Obligation Complete - the westerly most detention basin in Westpark Phase 4 has been constructed, and the water quality swale was constructed and accepted by the City.
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Obligation Complete - all drainage facilities have been constructed and are within the public right-of-way, or separate easements have been provided within the WB-80 parcel.
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off-site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary

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	12kV circuits across Fiddymont Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymont Road to serve the development of such phase. (not part of Westbrook DA)
Department	Electric Department
Status	Obligation Complete - all backbone electric infrastructure has been constructed and accepted by Roseville Electric.
Section	3.11.2.1
Title	Pleasant Grove Boulevard 12kV Circuits
Obligation	Twelve (12) kV circuits along Pleasant Grove Boulevard from east of the Property, and rework necessary to existing 12kV circuits on the north side of Pleasant Grove Boulevard, are needed to serve Phase 3 of the Westpark property in the West Roseville Specific Property (the "Westpark Phase 3 Property") and the Project. In the event that the developer of the Westpark Phase 3 Property has not already constructed the above referenced 12kV circuits, Landowner agrees that, concurrently with the construction of the first improvements in the Property, Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits along Pleasant Grove Boulevard from east of the Property and any rework necessary to the existing 12kV circuits on the north site of Pleasant Grove Boulevard needed to serve the Project.
Department	Electric Department
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation #1 Amendment – Ord. #5681
Obligation	Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain more than 400 residential building permits within the Project, Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the

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	conduits from the existing stub point to the existing 60kV poles; or e. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary. <u>Amendment #1</u> Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP-(designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permit's that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.1 1 .3, either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following:
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	a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete - The Substation Site was granted to the City in May 2017, has been constructed and is operational.
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	CFD for Services had been formed – Obligation complete
Section	3.12.11
Title	Open Space Preserve Areas
Obligation	Landowner 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 and consist of the following one parcel: 1. A 36.6-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 WB-80.
Department	Engineering Division and Parks Department

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Status	Obligation Complete
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), 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 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.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Obligation Complete - Landowner entered into agreements with the CJUSD (06/20/12), RCSD (12/05/12) and the RJUHSD (08/14/13).
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Engineering Division
Status	Obligation complete - In 2018 a request to modify the common boundary between the Districts. Each board approved the modified line, to follow roadway's following the SVSP Amendment for Westbrook Phase 2. The boundary change was then forwarded to the Placer County and Sacramento County Boards of Education for approval. The County Boards of Education Approved the amended boundary line in summer of 2019 and is now been formally modified by the Districts and State Board of Equalization.
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with other SVSP property owners and pay its fair share, in the amount of \$1,464.00, of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or

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	easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	District formed – Obligation complete
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.

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Department	Finance Department
Status	District formed-Obligation complete
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation #1 Amendment – Ord. #5681
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code

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	that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar for dollar the above referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City Wide park improvements in either the SVSP or WRSP within twenty four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
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	<u>Amendment #1</u> (i) For Phase E of the Project only, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4); (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4:52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale for Phase E of the Project. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amounts for MDR or HDR units determined by City), per residential units shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by city for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee for Phase E being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred forth Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17. i.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe for Phase E of the Project, City shall within the rate and method for Project CFD(s) for Phase E of the Project provided for in Section 3.1.7 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for Phase E of the Project, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. For Phases F and G of the Project, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there shall be no fee deferral of any City fees for such residential dwelling units in Phases F and G of the Project to bond proceeds from bond sales commencing in the year 31 timeframe.
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	Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2(i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2(i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Obligation complete - The Westbrook CFD No. 1 has been formed, and a subsequent bond issuance or the continuation of the Special Tax after pay-off of the first bonds has been provided for. Landowner obtained approval from SPARTA to defer one-half of the Tier II Traffic Fee, and in Phase E (area east of Westbrook Blvd), the City Public Benefit Fee and City-wide Park Fee are being deferred. In the area west of Westbrook Blvd only one-half of the Tier II Traffic Fee is eligible for deferral (DA Amendment #1).
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Acquisition Agreement approved by council 7/2/14 (Reso.14-292) (original Agreement approved 6/18/14 Reso. 14-269)
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.
Department	Finance Department
Status	Service District formed 12/17/14 (Reso. 14-540). –Obligation Complete - The Landowner has consented and formed the Westbrook CFD #2 (Services).
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.

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Department	Finance Department
Status	Obligation complete-District formed
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands; 3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops the dedicated bus lanes on PCL WB-41, the park and ride lot and bus signs.
Department	Finance Department
Status	District formed- Obligation complete - CFD #2's list of authorized services is included in the formation documents and is consistent with the requirement of this section.

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Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Obligation Complete - The formation documents for CFD #2, as amended, reflect tax exempt status of all city and school district parcels.
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land annexed into CFD 3 in 4/16/14 (Annex 18) (Reso. 14-135) – Obligation Complete
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Obligation complete - The Property was annexed to CFD #3.
Section	3.22.1
Title	Contour Grading Plan
Obligation	Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an informational tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements. The Preliminary Contour Grading Plan shall consider the pipelines and facilities outlined in the Drainage and Sewer Master Plans in the development of street centerline grades. Edge conditions along the proposed developed areas and overland release points shall be delineated per City standards. The Preliminary Contour Grading Plan shall also identify cut and fill quantities for each Phase E through G and shall include a mass diagram for earthwork movement between phases and an identification of any import required to complete the Preliminary Contour Grading Plan. The Preliminary Contour

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	Grading Plan Exhibit shall include existing topography and proposed finished grade contours in one foot (1') intervals along with depths of cut and fill in a grid pattern throughout the Project Area.
Department	Engineering Division
Status	Obligation Complete
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Westbrook Boulevard and Santucci Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan, which may include such measures as Smart Timers. 6. 60kV overhead power line easement on Parcels WB-5, WB-24, and WB-25, and fronting Parcels WB-1, WB-2, WB-21, WB-41, and WB- 42. 7. Exclusive utility easement within Pleasant Grove Boulevard may be used for high-pressure natural gas lines through the area to serve the Roseville Energy Park. 8. Requirement for fifty percent (50%) reduction in construction waste stream. 9. Location of schools and parks within one mile. 10. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 11. Location of the well site. 12. Location of wastewater treatment plant and sewer lift station. 13. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 14. Masonry walls, including walls adjacent to landscape corridors and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement. 15. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the

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	trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 16. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 17. [For properties in the Center USD portion of the Project] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 17, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Obligation Complete - As stated in the DA, Section 3.23 serves as notice to successor owners of this list of disclosure items. Further a set of CC&R's is in place for the entire property that include these disclosure items. The CC&R's were reviewed and approved by the City prior to recording.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements #1 Amendment – Ord. #5681
Obligation	Low Density Residential: 705 units on 141.0 Net Acres Low Density Residential: 483 units on 93.2 Net Acres Low Density Residential/Age Restricted: 493 units on 91.6 Net Acres Medium Density Residential: 635 units on 79.4 Net Acres Medium Density Residential: 433 units on 56.4 Net Acres High Density Residential: 689 units on 27.5 Gross Acres High Density Residential: 620 units on 24.1 Gross Acres Community Commercial: 36.5 Gross Acres Community Commercial: 24.5 Gross Acres Community Commercial/Commercial Mixed Use: 6.2 Gross Acres

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	Community Commercial /Commercial Mixed Use: 0.00 Gross Acres Park: 15.5 Gross Acres Park: 14.6 Gross Acres Open Space 36.3 Gross Acres Open Space 36.6 Gross Acres Schools: 10.0 Gross Acres Water Treatment / Well Site: 0.3 Gross Acres Lift Station: 0.8 Gross Acres Right of Way /Landscape Corridors: 43.6 Gross Acres Right of Way /Landscape Corridors: 45.3 Gross Acres																
Department	Planning Division																
Status	Ongoing obligation																
Section	2.6																
Title	Affordable Housing																
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 203 units affordable to very low, low to middles income households. 40% for very low income households 40% for low income households 20% for middle income households																
Department	Housing Department																
Status	Obligation current - Not developed yet																
Section	2.6.1.5																
Title	In Lieu-Fee Affordable Housing																
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.																
Department	Housing Department																
Status	Ongoing obligation																
Section	2.6.2																
Title	Multi Family Affordable Rental Units #1 Amendment – Ord. #5681																
Obligation	Landowner agrees that three hundred and sixty-five (365) affordable rental units, including one hundred and sixty-two(162) affordable rental units transferred from Parcel W-16 in the West Roseville Specific Plan, and forty-one (41) middle income purchase units transferred from Parcels WB-20 and WB-21, will be reserved within the Property, consisting of one hundred and four (104) units for rental to very low income households and two hundred and sixty-one (261) units for rental to low income households, as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Low Income Rental Units</td><td>Very Low Income Units</td></tr><tr><td>WB-30</td><td>237</td><td>169</td><td>68</td></tr><tr><td>WB-32</td><td>128</td><td>92</td><td>36</td></tr><tr><td>Total</td><td>365</td><td>261</td><td>104</td></tr></table>	Parcel	Total Units in Parcel	Low Income Rental Units	Very Low Income Units	WB-30	237	169	68	WB-32	128	92	36	Total	365	261	104
Parcel	Total Units in Parcel	Low Income Rental Units	Very Low Income Units														
WB-30	237	169	68														
WB-32	128	92	36														
Total	365	261	104														
Department	Housing																
Status	Ongoing obligation - Not developed yet																
Section	2.6.2.4																
Title	Community Facilities Districts																
Obligation	City shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City approved form), and, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for such parcel at a level described in																

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	the rate and method for said CFD.
Department	Finance Department
Status	Ongoing obligation
Section	2.7.2.2
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	It is anticipated that the 404 Permit referenced in Section 2.7.1 of this Agreement and subsequent subsections will require preservation and/or creation or restoration of wetland resources within Preserve Areas to be established on the Property. City and Landowner shall cooperate with one another in the formation of a financing mechanism as provided for in Section 2.7.4, to fund the costs of monitoring and maintaining the Preserve Area in accordance with the 404 Permit. The financing mechanism may be established to address the two separate phases of on-site Preserve monitoring: the Establishment Monitoring Phase and / or Perpetual Monitoring Phase, as described below. The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Landowner and adjacent build-out is occurring in accordance with the Entitlements and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, and utility lines. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit. City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permit.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular

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	Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Open Space Division, Planning Division and Finance Department
Status	CFD formed-Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

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	The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be
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	responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One phased Large Lot Tentative Map ("LLM") shall be prepared for the entire Project, allowing phasing of the final map ("Large Lot Final Map"). Large Lot Final Maps can record independent of the others. Consistent with Section 3.5.4.2 below, security shall only be required for recordation of small lot subdivision maps. Future public lands for the well site, sewer lift station and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD"). With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways and open space parcels within the Project, (2) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications, and (3) temporary construction easements ("TCEs") covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept TCEs on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld. At the time of recordation of any Final Map including properties west of Westbrook Boulevard, or at such time as properties east of Westbrook Boulevard are required to install the on-site drainage facilities located on Parcel WB-80, Landowner shall grant to City, either on the Final Map or as a separate instrument, an IOD for a separate easement and right to construct the outfall and storm water treatment swale on the east side of Parcel WB-31. The size and width of the easement shall be determined with the approved design of the drainage facilities as provided for in Section 3.10.2.1 below. City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Monitoring Phase monitoring is complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P I QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within

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	which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk., one-half of the median landscaping and median curbing, grading of 6- of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, turn flares, accel / decel lines, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement /landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/ or collector roadway improvements. Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.7 and 3.12.9, respectively, of this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Section 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Santucci Boulevard, Westbrook Boulevard, and Pleasant Grove Boulevard. City and Landowner 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

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	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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Project that are in excess of required Frontage Improvements by withholding 50% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Pleasant Grove Boulevard. Landowner shall construct the Frontage improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for the south side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-6 to the eastern property line of Parcel WB-31, and the Frontage Improvements as well as the adjacent inside lane, i.e., the CIP Improvements, for the northern and southern side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-31 to Santucci Boulevard. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Pleasant Grove Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from east to west. Each phase of such Pleasant Grove Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Limits of construction shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3. (b) Westbrook Boulevard. Landowner shall construct both outside Frontage Improvements as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, on each side of Westbrook Boulevard.
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	City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Westbrook Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to the south. Each phase of such Westbrook Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median, and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvements Agreement (DIA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Limits of construction phases of Westbrook Boulevard shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3. (c) Santucci Boulevard. Landowner shall be obligated to construct its easterly Frontage Improvements, as defined in Section 3.5.1, from the southern boundary of Phase F to the northern boundary of Parcel WB-30. Landowner shall construct the westerly Frontage Improvements from the southern boundary of Phase G to Mountain Glen Drive. North of the Mountain Glen Drive intersection, in lieu of Frontage Improvements on the west side of Santucci Boulevard, Landowner shall construct a transition to the east side and construct the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements up to the northern boundary of Parcel WB-30. Payment by City to Landowner for Santucci Boulevard CIP improvements shall be limited to the cost of construction of the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements north of the northern boundary of Parcel WB-62 to the northern boundary of Parcel WB-30. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Santucci Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to south or south to north. Each phase of such Santucci Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Between the southerly boundaries of Phase F to Mountain Glen Drive, construction shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvement
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	Agreement (DIA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Construction north of Mountain Glen Drive shall include the full grading of one half of the ultimate roadway section within the Property, and the Frontage Improvements as described above. Limits of construction of phases of Santucci Boulevard will be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. 3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated

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	sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and / or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation until specific plan is fully developed. The interim fee obligation is

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	complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation – Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Specific Plan boundary to Baseline Road. At the time of the

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	adoption, Landowner does not waive its right to protest the amount of the fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
Title	Bus Transfer Station
Obligation	The location of the bus transfer station in the southwestern portion of Parcel WB-41 shall be consistent with the location shown in the Specific Plan. The design of the bus transfer station shall be determined in the subsequent entitlements for Parcel WB-41. The bus transfer station shall include bus turnouts, shelters, bike lockers, park and ride spaces for 35 vehicles, and utility stubs for electric and phone service to the bus shelter site, as well as water and sewer stubs to accommodate a drinking fountain only at the bus transfer station, as determined by City at the time of approval of subsequent entitlements for Parcel WB-41, provided, however, that such utility stubs shall exclude any public bathroom at the bus transfer station. Connection charges for such a drinking fountain shall be paid by City. City shall also pay the costs of the bus shelter(s) at the bus station site. Landowner shall provide to City a public access easement for the bus transfer station site and dedicated bus lanes on the southern portion of Parcel WB-41. The City shall be

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	responsible to maintain the bus transfer station and the dedicated bus lanes with funds from the Public Services CFD as set forth in Section 3.19.
Department	Alternative Transportation
Status	Not completed. Pending DRP submittal. – Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan. In the event that the WRSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "J", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.6
Title	Wastewater Facilities Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled

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	to reimbursement from third parties whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2. For properties outside of the Plan Area, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party /benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing Obligation – Water Conservation Plan was included as an exhibit to the DA has been approved by the City and issuing building permits. Even though the Water Conservation Plan has been approved, if the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and implement whatever measures are needed to assure that water supply will meet the Project's demands. The DA outlines in more detail what those additional obligations could be, which could include additional costs to be covered by the Landowner
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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

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	usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 50% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the WRSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water

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	storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	There are water facilities to be constructed in the SVSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not obligated to construct, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or participating SVSP landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are other water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve). Reimbursement for water facilities under this Agreement 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 3.8.3 and Section 3.26 and Section 4.2 of this Agreement. Exhibit "0-1" sets forth reimbursements for infrastructure between Landowner and parties within the SVSP and the Urban Reserve assuming no other third parties benefit from water line segments W1 through W8 (Segment W14 is addressed in Section 3.26) shown thereon, with reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve) to be determined by City for water line segments W11 through W13. Exhibit "0-2" sets forth reimbursement for certain water lines between Landowner, the SVSP, the Urban Reserve, and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect to or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Property, the Urban Reserve property, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, the Property, or the Urban Reserve, then SVSP landowners, but not including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments as set forth in Exhibit "H" to the SVSP development agreements provided that reimbursement to constructing landowners for costs of construction for such segments shall reflect the percentage shares in Exhibits "0-1". In the event SVSP landowners (other than Landowner) construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside

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	of the Plan Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from those participating SVSP landowners (other than Landowner) that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP, the Property and Urban Reserve set forth in Exhibit "0-1" shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Project proceeds with development prior to the SVSP, and the City determines that the Baseline Road 24" Water Line is required to serve the Project, Landowner shall construct all or a portion of the Baseline Road 24" Water Line, and the SVSP landowners (excluding Landowner) shall contribute the SVSP share of the costs of the Baseline Road 24" Water Line, as set forth in Exhibits "0-1" and "BB". If City determines that the Baseline Road 24" Water Line is not required to serve the Project, Landowner shall be required to connect to or construct the necessary water lines within the WRSP and will not be required to construct all or a portion of the Baseline Road 24", Waterline, and Landowner shall be responsible for Landowner's share of the costs of the applicable sections of the Baseline Road 24" water line, as set forth in Exhibits "0-1", "BB" and "CC," and in Section 3.26 below, based on estimates set forth in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of SVSP development agreements, to the date of payments as set forth in Section 3.26, until such time as the Baseline Road 24" Water Line is constructed by others, after which time reimbursement by Landowner for Landowner's share of such costs for large lots (as provided for in Section 3.26) developed after the Baseline Road 24" Water Line is constructed shall be based on actual costs pursuant to submitted invoices approved by City. In the case where the Baseline Road 24" Water Line has not yet been constructed by others at the time Landowner proceeds to develop portions of the Property, payment by Landowner of its share of such water line costs for a particular large lot parcel (as provided in Section 3.26) based on estimates in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments as set forth in Section 3.26 shall satisfy in full the share of the cost of the Baseline Road 24" Water Line allocated to the particular large lot parcel(s) prior to construction of such water line. If the PVSP or RUSP proceed with development prior to Landowner, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and Landowner shall contribute its share of the costs as determined by City, in consultation, with PCWA, of applicable segments of the Baseline Road 24" Water Line as set forth in Exhibit 0-2. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or SVSP landowners). With respect to the 12" waterline to be installed in Pleasant Grove Boulevard between Westbrook Boulevard and the eastern edge of Parcel WB-31 (water line segment W13 as shown in Exhibit "0-1"), if the WRSP developer(s) constructs such waterline, third parties, including Landowner but excluding other SVSP landowners (but not excluding
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	the Urban Reserve), benefiting from such waterline, as set forth in Exhibit "CC", shall reimburse the constructing WRSP developer(s), as provided for in Section 3.25 below.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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. (See Section 3.24)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the WRSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary

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	off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Specific Plan. City shall be responsible to dismantle and eliminate each potable water charging station (2 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s) pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Project, comprised of 2,029 residential units and 465,003 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU") /year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2011 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU / month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Project for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental
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	Utilities Director, 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time).

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	All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplain

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Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymont Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymont Road to serve the development of such phase. (not part of Westbrook DA)
Department	Electric Department
Status	Obligation Complete - all backbone electric infrastructure has been constructed and accepted by Roseville Electric.
Section	3.11.3
Title	Electric Substation #1 Amendment – Ord. #5681
Obligation	Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has

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	not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain more than 400 residential building permits within the Project, Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary. <u>Amendment #1</u> Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property. Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permit's that the City determines, at its sole discretion,
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	is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 4001 residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.11.3, either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete - The Substation Site was granted to the City in May 2017, has been constructed and is operational.
Section	3.11.4
Title	60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation

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	advising property owners adjacent to the existing 60 kV easement areas and the future 60kV easement line on the south side of Pleasant Grove Boulevard between Westbrook Boulevard and the western Project boundary that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with

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	an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department Building checks this
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 15.5 acres of active park land and 36.6 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications #1 Amendment – Ord. #5681
Obligation	Landowner shall dedicate to City a total of 15.5 acres of active neighborhood parkland and 36.6 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 9.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50; 2. A 4.4-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-51; 3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-52; and 4. A 36.6-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 WB-80; Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility

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	stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity. <u>Amendment #1</u> Landowner shall dedicate to City a total of 14.6 acres of active neighborhood parkland, and 36.6 acres of open space. The following three parcels, and one open space parcel, shall be dedicated to City as described below: 1. An 8.7-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-50; 2. A 4.4-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51 ; 3. A 1.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-52; and 4. A 36.6-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 WB-80; Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.1 1.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park

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	improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee #1 Amendment – Ord. #5681
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$1,848 per Low Density Residential unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if w1.derutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub 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 Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees. <u>Amendment #1</u> In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building perm it with in the Property, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$ 1,848 per Low Density Residential unit, \$1,307 per Low Density Residential-Active Adult unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the

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	event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of development phases E, F and G (if Phase G precedes Phase F), 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 or sub-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, and according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee #1 Amendment – Ord. #5681
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide

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	Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. <u>Amendment #1</u> Pursuant to Section 3.17.1.2(i) below, the City Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,070 per Low Density Residential-Active Adult unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50."
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee #1 Amendment – Ord. #5681
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in lieu fee (the "City Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. <u>Amendment #1</u> In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee (the "City-Wide Park In- Lieu Fee"), upon issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$838 per Low Density Residential-Active Adult unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Open Space In-Lieu Fee #1 Amendment – Ord. #5681
Obligation	Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner's open space dedication requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation of \$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in-lieu fee (the "Open Space In- Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$109 per

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	Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Amendment #1 Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner's open space dedication requirement for the Project, leaving an open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation (\$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in-lieu fee (the "Open Space In-Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$65 per Low Density Residential Active Adult unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.7
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on one side and adjacent to the portion of Mountain Glen Drive between Santucci Boulevard and La Sierra Drive consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 25 foot landscaped /paseo corridor. At the time of adjacent development, Landowner shall construct the entire landscape/ paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Project, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be paid by Landowner.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.8
Title	Bike Trail Fee #1 Amendment – Ord. #5681
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.

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	<u>Amendment #1</u> Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$51 per Low Density Residential-Active Adult unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.8 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design and secure necessary permits for certain Class 1 bike trail improvements within the Property and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.9. Bike trails shall be constructed by City to City standards as and when Landowner develops Parcel WB-30 within the Property. The sections of bike trail to be installed upon development of such parcel are generally shown on Exhibit "X". Upon the development of any high density residential project adjacent to open space where the bike trail is adjacent to that high density residential project, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the high density residential project. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.8 and this Section 3.12.9. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.10

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Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.11.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal

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	Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: well site (WB-61), sewer lift station site (WB-62), park sites (WB-50, WB-51, WB-52), bike trails where they will abut residential property, and the school site (WB-60), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials

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	Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing obligation
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible 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.

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	All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department, Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.

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Department	Engineering Division
Status	Ongoing obligation
Section	3.24
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.25
Title	Reimbursement to West Roseville Specific Plan #1 Amendment – Ord. #5681
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan (WRSP) developer(s) have constructed and /or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements to the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.25, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio: Numerator: LDR/MDR residential units allocated to a large lot parcel at the date of Project approval (or DUEs for HDR projects/non-residential projects) Denominator: Total number of DUEs in (1) the Plan Area, including the Property, (2) the WRSP, as may be amended from time-to- time, and (3) assumed for the Urban Reserve property in the EIR. When DUEs are assigned to the Urban Reserve property in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve property, the DUEs for the Urban Reserve property will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-

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	residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations: • Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.25) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. • Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.25 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. • Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.25.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Landowner shall pay in one single payment its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator, such costs to be increased by the CCI from the date that the WRSP incurred the reimbursable costs to the date of reimbursement, pursuant to Section 4.2.5 of the WRSP development agreements. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. <u>Amendment #1</u> B. Landowner acknowledges that WRSP developer(s) have paid for the costs of
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	certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. City has determined that Landowner's share of such planning and environmental review costs totals \$151,925. Landowner shall pay, large lot by large lot, its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage in a particular large lot owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined here in, as the denominator. Each such payment, large lot by large lot, shall be due and payable prior to the recordation of the first final small lot subdivision map for a particular large lot of Landowner's Property in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers." C. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.25.A, and, as set forth in Section 3.25.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.25.A and yet to be invoiced or documented as set forth in this Section 3.25.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.25.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement, and as described in this Section 3.25.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.25.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.25.E. E. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in
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	Section 3.25.D, or posting security acceptable to City, which could include a security bond. Such reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on actual costs, as set forth in Section 3.25A, or (2) to Landowner or any other SVSP landowner(s) should such SVSP landowner(s) construct such improvements. F. All P/ QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.26
Title	Reimbursements to Third Parties
Obligation	In the event that third parties in the SVSP construct sewer, water and/or recycled facilities in Westbrook Boulevard through the Property, the Baseline Road 24" Water Line, and/ or the SVSP fire station site, electric substation site, and solid waste recycling site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.26. To effectuate reimbursement to third parties in the SVSP, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibit "BB", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the Baseline Road 24" Water Line; and (iii) Landowner's share of the SVSP fire station site, electric substation site, and solid waste recycling site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot. Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the Baseline Road 24" Water Line and the SVSP fire station site (excluding land value), electric substation site (excluding land value), and solid waste recycling site (excluding land value), shall be adjusted annually by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments. Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, habitat mitigation (excluding any costs of state and federal permitting), and construction. Reimbursement for costs for design, engineering, construction management and staking shall equal twenty percent (20%) of identifiable costs of construction, as set forth in Section 4.2.3. (i) in the case of the on-site sewer, water' and recycled water facilities in Westbrook Boulevard, if third parties in the SVSP are required by City to construct such facilities, City shall pay to such third parties in the SVSP, as such construction costs are incurred by such third parties in the SVSP and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, which1. Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities

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	would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.26 have been paid to the third parties in the SVSP. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "CC". (ii) in the case of reimbursement from Landowner to third parties in the SVSP for the Baseline Road 24" Water Line (or to third parties in the PVSP or RUSP if they construct such water line) as set forth in Exhibits "0-1" and "0-2" to this Agreement, i.e., the segments W1 through W8 of the Baseline Road 24" Water Line defined in Section 3.8.3 above, Landowner, unless City determines all or a portion of such facility is required to serve the Project (in which case Landowner shall be required to construct all or a portion of such facility), shall pay to City, for payment to other SVSP landowners, as such construction costs are incurred by such other SVSP landowners and are approved by City, and via the fee described in this Section 3.26 to be paid large lot by large lot, its pro-rata share, based on the estimates in Exhibits "BB" and "CC" to this Agreement if the Baseline Road 24" Water Line has not been constructed, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements to the date of payment, or, once constructed, based on the actual cost of the Baseline Road 24" Water Line, adjusted annually by the CCI as set forth in Section 4.2.5 below. Landowner's pro-rata share of the Baseline Road 24" Water Line shall be based on the number of DUEs allocated at the date of the Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio: Numerator: LDR / MDR residential units allocated to a large lot Parcel at the date of Project approval (or DUEs for HDR projects / non-residential projects) Denominator: Total number of DUEs in the Plan Area, including the Property, and (2) assumed for the Urban Reserve Property in the EIR. The considerations applying to payment by Landowner of Landowner's pro-rata share of the Baseline Road 24" Water Line to the SVSP as set forth above shall be the same as set forth in Section 3.25 of this Agreement for reimbursements to the WRSP. (iii) For Landowner's pro-rata share of the SVSP fire station site, electric substation site and solid waste recycling center site, Landowner, via the fee described in this Section 3.26, shall pay to City, to be paid to the other SVSP landowners at the time of construction as construction costs are incurred by other SVSP landowners and approved by City, its pro-rata share, as set forth in Exhibit 1'BB", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "BB", and any other improvements specified in Exhibit "BB", adjusted annually by the CCI (but excluding the land value of each site, whose costs shall not be adjusted annually by the CCI) from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "BB" 1. After each of the SVSP fire station site, solid waste recycling site, and/ or electric substation site has been constructed by other SVSP landowners (or, in the case of the electric substation site, by Landowner, as set forth in
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	Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the SVSP electric substation site, fire station site and/ or solid waste recycling site to other SVSP landowners shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5. Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to landowners in the balance of the SVSP. For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.26, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential w1.its or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs. In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.26, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "BB" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.2.1
Title	SVSP/Project Reimbursements
Obligation	The foregoing provisions of this Section 4.2.2 notwithstanding, in the case of reimbursement from other SVSP landowners (excluding the Urban Reserve) to Landowner for improvements that Landowner is obligated to construct that benefit such other SVSP landowners, reimbursement to Landowner from these other SVSP landowners shall be made in the following manner: 1. For any portion of wet utilities constructed by Landowner in Westbrook Boulevard, as set forth in Sections 3.6.6, 3.8.3 and 3.9.2, and in Exhibits "K-1", "K-2", "O-1", "O-2", "Q", "BB", and "CC" to this Agreement, reimbursement of one hundred percent (100%) of the SVSP's share of the actual costs of such improvements shall be paid by other SVSP landowners to City, to be paid to Landowner, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. City shall also pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the wet utilities in Westbrook Boulevard, as provided for in Section 3.26 above. 2. For the Baseline Road 24" Water Line, if the City determines that all or a portion of such improvement is required to serve the Project and thus Landowner must construct such facility, other SVSP landowners shall reimburse Landowner, via payment to City for payment to Landowner, for one hundred percent (100%) of the SVSP's share of the actual costs of such constructed improvements, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. 3. If Landowner is required to construct the SVSP electric substation site in order to

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	continue development of the Project beyond the level provided for in Section 3.11.3 above, then, at the time that other SVSP landowners would have been required to construct the SVSP electric substation site under their development agreements with City, these other SVSP landowners shall reimburse Landowner for 100% of the SVSP's share of the actual cost of construction of the SVSP electric substation site, adjusted annually as provided in Section 4.2.5, less Landowner's share of the land cost for the electric substation site, and City shall pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the electric substation site, as provided for in Section 3.26 above. Upon reimbursement by these other SVSP landowners to Landowner and City payment to Landowner of the share of previous payments made by Landowner to City allocated to the electric substation site, Landowner shall have no further obligation for any reimbursement payments, large lot by large lot or otherwise, for its share of the costs of the electric substation site.
Department	Environmental Utilities and Finance Department
Status	Ongoing obligation
Section	4.2.4
Title	Reimbursable Planning and Environmental Costs
Obligation	The SVSP Participating Landowners have paid the costs for the preparation of the City Feasibility Studies, other technical studies, the Specific Plan, including Design Guidelines, Development Standards, and the Specific Plan EIR, and delinquent charges by Urban Reserve properties paid by such SVSP Participating Landowners. Such preparation has benefited property owned by third persons within the Annexation Area. The SVSP Participating Landowners are therefore entitled to receive reimbursement from such benefited property owners, including Landowner (and not the City), for the pro rata share of such benefited property owners. The pro rata share of each such benefited property owner, including Landowner, shall be based on the gross acreage owned by the benefited property owner compared to the total gross acreage within the SVSP and the Urban Reserve, as described in the EIR, and as set forth in Recital B. Landowner's share of the reimbursable planning and environmental costs due to the SVSP Participating Landowners is \$509,868, which amount has been verified by the City. At least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$509,868 (plus the interest described below to the date of the deposit) with City, to be paid by City in separate checks directly to the SVSP Participating Landowners based on acreage in the previously approved Specific Plan according to the following schedule: (i) Fifty percent (50%), or \$254,934, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement, and (ii) the remaining 50%, or \$254,934, within five (5) business days after the expiration of any legal challenge period(s) regarding the MND and this Agreement (except as provided below), provided that no legal challenges have been filed against either the MND or this Agreement, or both, during such legal challenge periods by or for or on behalf of SVSP Participating Landowners, and/ or their respective officers, employees, agents, officials, and/ or surrogates (here in after "SVSP Surrogates") including, but not limited to, provision by SVSP Participating Landowners of any financial, legal and/ or other assistance to SVSP Surrogates, as determined by the City in its sole and absolute discretion. If City, in its sole and absolute discretion, determines that no such litigation by SVSP Participating Landowners and / or SVSP Surrogates has been so filed, and no public comments were filed by SVSP Participating Landowners and/ or SVSP Surrogates challenging the MND or this Agreement prior to the City Council action on the second reading of the ordinance approving this Agreement, City shall pay the remaining 50% of these planning and environmental costs within five (5) business days after expiration of the hereinabove referenced legal challenge period(s) for CEQA claims against the MND and/ or this Agreement, i.e., thirty (30) days after filing of the NOD after each of the first and second reading of the ordinance approving this Agreement. If the City, in its sole and absolute discretion,

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	determines that Participating SVSP Landowners and/ or SVSP Surrogates have filed or caused to be filed such litigation, then the obligation hereunder for release of the funds by City shall be deferred until successful resolution of such litigation upholding the MND or this Agreement or both. In any case, i.e., whether or not litigation is filed, Landowner, for reimbursements under this Section 4.2.4, shall be obligated to pay to City, to be reimbursed to SVSP Participating Landowners, interest at a rate of the prime interest rate charged by national banks as set forth in the Wall Street Journal, plus two percent (2%), up to a total of ten percent (10%) from January 12, 2012, the date that the annexation of the Property to the City was complete, to the date of reimbursement, as calculated on an annual basis on the anniversary date of the Agreement, all as set forth in Section 4.2.5 of the SVSP development agreements.
Department	Planning Division
Status	Ongoing obligation
Section	4.2.8
Title	Landowner Reimbursement to Placer 2780
Obligation	Pursuant to Section 4.2.7.1 of the City's development agreement with Baseline P&R, LLC, City obligated the owner of the Property to reimburse a third party, Placer 2780, LLC ("Placer 2780"), for Placer 2780's planning and environmental costs incurred on a portion of property owned by Placer 2780 while such property was part of the Specific Plan. Such costs were established in City's development agreement with Placer 2780 in the amount of \$241,708. Subject to City's receipt, review and approval of invoices for such planning and environmental review costs prior to release of funds to Placer 2780, at least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$241,708 with City, to be paid by City directly to Placer 2780 as follows: (i) Fifty percent (50%), or \$120,854, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement, and (ii) the remaining 50%, or \$120,854, to be paid one (1) business day after second reading of the ordinance approving this Agreement , in full satisfaction of Section 4.2.7.1 of the Baseline P&R, LLC development agreement with City.
Department	Planning Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

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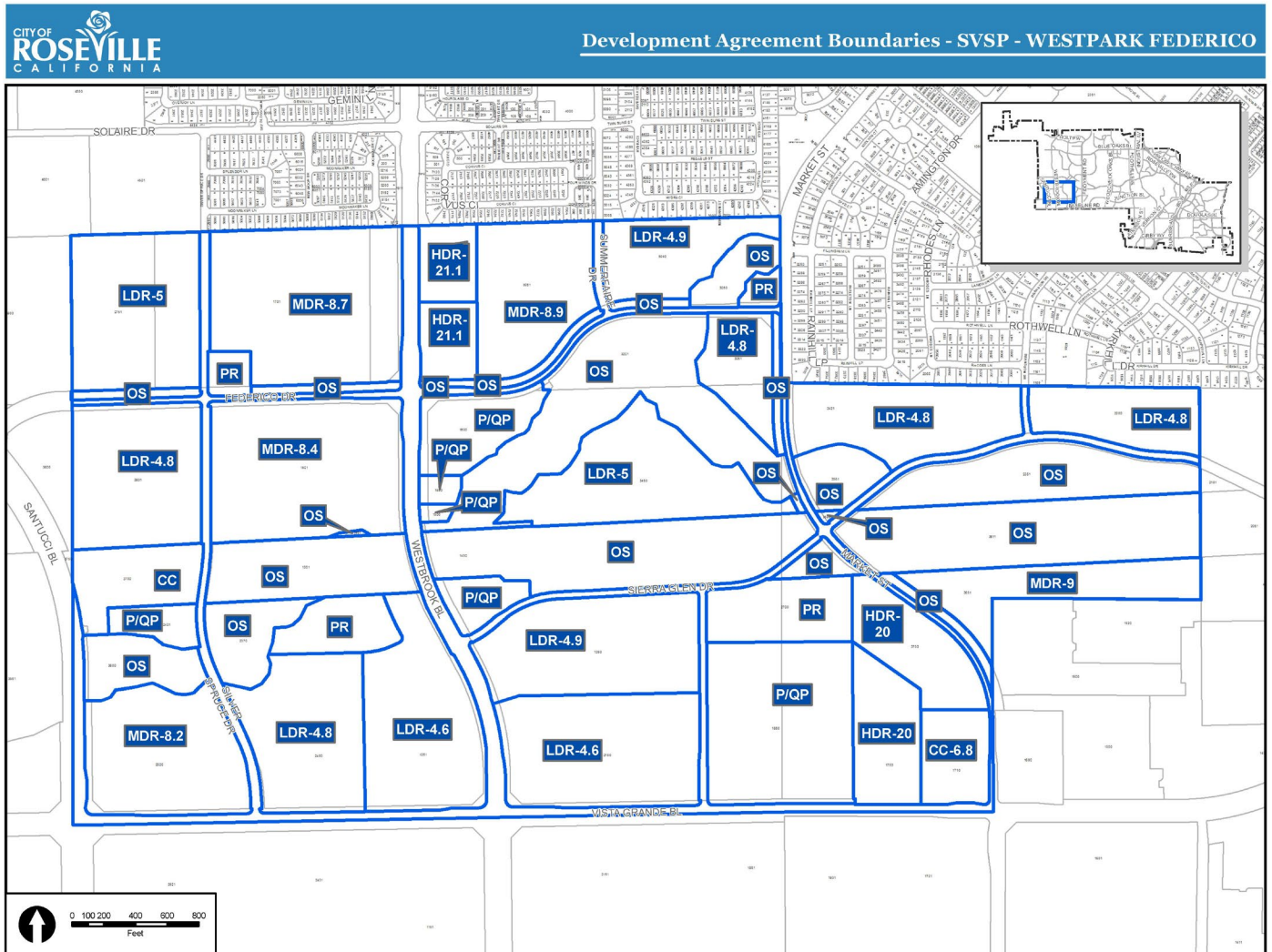
	In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an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

Owner Name:	Westpark Federico, LLC 1700 Eureka Rd., Ste 140 Roseville, CA 95661
	Mourier Investments, LLC 1430 Blue Oaks Bl., Ste 190 Roseville, CA 95747
	Federico Tyler Family Limited Partnership 4955 E. Anderson, Ste 115 Fresno, CA 93727
Current Agreement:	Development Agreement by and between the City of Roseville and Westpark Federico, LLC, Mourier Investments, LLC and Federico Tyler Family Limited Partnership to the Sierra Vista Specific Plan.

SVSP – Westpark Federico

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



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Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymont Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for

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	their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Obligation Complete
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Finance Department and Open Space Division
Status	Obligation Complete – A PAR analysis has been approved by the City and Public Services CFD has been formed.
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, 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 any Preserve Area(s).

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Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their 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 Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Westpark Sierra Vista LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Mourier Investments LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Obligation Complete.
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of

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	final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Annexed into the SV CFD – Obligation Complete
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, 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 and consist of the following twelve parcels:

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	1. A 5.7-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 FD-80; 2. A 5.5-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 FD-81; 3. A 11.1-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 FD-82A; 4. A 0.1-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 FD-82B; 5. A 3.5-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 FD-83; 6. A 25.3-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 FD-84; 7. A 20.8-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 FD-85; 8. A 1.7-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 FD-86; 9. A 4.1-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 FD-87A; 10. A 0.2-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 wetland habitat and open space, shown as Parcel FD-878; 11. A 13.2-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 wetland habitat and open space, shown as Parcel FD-SSA; and 12. A 20.9-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 FD-SSB.
Department	Engineering Division and Parks Department
Status	Obtained 404 permit to fill wetlands on the property and create onsite preserve areas as described – Obligation Complete.
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville

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	City School District, Center Joint Unified 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 Landowner 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. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Obligation Complete
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Obligation Complete
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.24
Title	Disclosures to Subsequent Purchasers

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Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. 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. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise.
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	20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner 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, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Obligation Complete - ☐ CC&R's have been prepared and recorded. They include the disclosures listed in this section. Said CC&R's were reviewed and approved by the City prior to recording.

Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2

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Title	Vested Entitlements Amendment #1 – Ord. #5898
Obligation	Low Density Residential: 951 units on 189.9 net acres Medium Density Residential: 641 units on 77.8 net acres High Density Residential: 522 units on 24.5 net acres Community Commercial: 7.5 net acres Community Commercial/Commercial Mixed use: 40 units on 5.7 net acres Park: 16.5 net acres Open Space: 112.0 net acres Open Space (paseo): 7.5 net acres Schools: 21.6 net acres Electric Substation: 1.1 net acres Water Treatment/Well Site: 2.8 net acres Church: 6.9 net acres Recycled Center: 0.5 net acres Fire Station: 3.2 net acres Right of Way: 37.6 net acres Low Density Residential: 951 units on 189.9 net acres Medium Density Residential: 641 units on 77.8 net acres High Density Residential: 522 units on 24.5 net acres Community Commercial: 7.5 net acres Community Commercial/Commercial Mixed use: 40 units on 5.7 net acres Park: 16.5 net acres Open Space: 112.0 net acres Open Space (paseo): 7.5 net acres Schools: 21.6 net acres Electric Substation: 1.1 net acres Water Treatment/Well Site: 2.8 net acres Church: 6.9 net acres Recycled Center: 0.5 net acres Fire Station: 3.2 net acres Right of Way: 37.6 net acres
Department	Planning Division
Status	Ongoing obligation - changed per Westpark/Federico DAA
Section	2.2.1
Title	Property Specific Development Standards
Obligation	At Landowner's option, either the Residential Single Family/Development Standards (RS/DS) or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the Property.
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 215 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households
Department	Housing Department
Status	Obligation current - Not developed yet
Section	2.6.1
Title	Affordable Purchase Residential Units

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Obligation	Landowner agrees that 43 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows:			
	Parcel	Total Units in Parcel	Middle Income Purchase Units	
	FD-32	178	43	
Department	Housing Department			
Status	Obligation current - Not developed yet			
Section	2.6.1.1			
Title	Required Agreements			
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.			
Department	Housing Department			
Status	Not recorded yet – Ongoing obligation			
Section	2.6.1.2			
Title	Content			
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.			
Department	Housing Department			
Status	Not recorded yet – Ongoing obligation			
Section	2.6.1.5			
Title	In Lieu-Fee Affordable Housing			
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.			
Department	Housing Department			
Status	Ongoing obligation			
Section	2.6.1.6			
Title	Community Facilities Districts			
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.			
Department	Finance Department			
Status	No District formed yet-Ongoing obligation			
Section	2.6.2.1			
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment #1 – Ord. #5898			
Obligation	Landowner agrees that 172 affordable rental units will be reserved within the property, including 86 units for rental to very low income households and 86 units for rental to low income households as follows:			
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units
	FD-30	86	86	43
	FD-31	86	86	43
	Total	172	172	86
	Landowner agrees that 172 affordable rental units will be reserved within the property,			

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	including 86 units for rental to very low income households and 86 units for rental to low income households as follows:																				
	<table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th></tr><tr><td>FD-34</td><td>172</td><td>172</td><td>86</td><td>86</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Total</td><td>172</td><td>172</td><td>86</td><td>86</td></tr></table>	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	FD-34	172	172	86	86						Total	172	172	86	86
Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units																	
FD-34	172	172	86	86																	
Total	172	172	86	86																	
Department	Housing Department																				
Status	Obligation current - Not developed yet																				
Section	2.6.2.4																				
Title	Community Facilities Districts																				
Obligation	City shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for such parcel at a level described in the rate and method for said CFD.																				
Department	Finance Department																				
Status	No District formed yet-Ongoing obligation																				
Section	2.7.2.3																				
Title	Preserve Area Establishment and Perpetual Monitoring Phases																				
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be																				

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	transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division and Open Space Division
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below.

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	Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Easement/IOD Recorded – Mitigations - Ongoing obligation
Section	3.3
Title	Project Phasing
Obligation	Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. The following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3.

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	• Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water -One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation - Improvement plans being conditioned
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One Large Lot Tentative Map shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner. Each of the Participating Owners can record a separate large

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	lot final map on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of- ways for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD). Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/ or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of ROW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Maintenance of these properties remains a Landowner obligation until accepted by City.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section.

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	Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, 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. Auxiliary lanes, turn flares, accel/decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner 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 Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the

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	opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of
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	Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage improvements. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to
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	construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane. City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. 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, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner 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. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

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	3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation – conditioned with maps. Improvement plans being reviewed.
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property 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 all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the

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	specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner 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. Landowner 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, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner 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 SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.9

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Title	Highway 65 Joint Powers Authority
Obligation	Landowner 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 Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation - The obligation is to pay the HWY 65 JPA fee. Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner 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.
Department	Engineering Division
Status	Ongoing obligation - The obligation is to pay the SPARTA fee. Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.

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Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner 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. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17

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Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the

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	Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes

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	One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19

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Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall 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 Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation

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Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by City). 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 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation – the service boundary has not been extended to include property.
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations. The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and

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	treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied. The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation - Though the water conversation plan has been approved. If the City determines the water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the parties shall meet and implement whatever measures are needed to assure that water supply will meet the projects demands. The DA outlines in more detail what those additional obligations could be, which could include additional costs to be covered by the landowner.
Section	3.7.4
Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and the Landowner 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 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 and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently

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	used throughout the City; namely, surface water contracts with federal and local agencies 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 from 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 SVSP Project. Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter 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, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR 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 the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall

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	be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner'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. This includes construction of the 24-inch water line in Baseline Road between Fiddymont Road and Westbrook Boulevard. 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 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline,

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	and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be 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 large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	As part of its development of the Project, landowners and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential 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 Landowner 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

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	layouts prior to installation. (See Section 3.25)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to

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	be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and 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.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner'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 (excluding any operational adjustments by the City). 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 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CPD serving development by such

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	third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Participating Owners, Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or

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	sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing 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. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11

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Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

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	1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails Amendment #1 – Ord. #5898
Obligation	Landowner shall dedicate to City a total of 16.4 acres of active park land and 119.64 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from

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	single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision. Landowner shall dedicate to City a total of 16.54 acres of active park land and 119.54 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this section and the phasing plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.1
Title	Park and Open Space Dedications Amendment #1 – Ord. #5898
Obligation	Landowner shall dedicate to City a total of 16.5 acres of active neighborhood parkland, 7.54 acres open space paseo and 112.0 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel FD-50; 2. A 1.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-51; 3. A 5.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-52; 4. A 8.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-53; 5. A 4.13 1.12-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-70; 6. A 0.71-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71A, and a 0.82-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71B; A 1.28-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71; 7. A 0.25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72A, and a 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72B; A 0.44-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72; 8. A 0.51-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73A, and a 0.49-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73B; A 1.32-acre, more

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	or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73; 9. A 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74A, and a 0.33-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74B; A 0.70-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74; 10. A 1.17-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-75; A 1.16-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-75; 11. A 0.15-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-76; 12. A 1.36-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-77; 13. A 5.7-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 FD-80; 14. A 5.5-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 FD-81; 15. A 11.1-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 FD-82A; 16. A 0.1-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 FD-82B; 17. A 3.4-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 FD-83; A 3.5-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 FD-83; 18. A 25.3-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 FD-84; 19. A 20.8-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 FD-85; 20. A 1.7-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 FD-86;
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	21. A 4.1-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 FD-87A; 22. A 0.2-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 wetland habitat and open space, shown as Parcel FD-87B; 23. A 13.2-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 wetland habitat and open space, shown as Parcel FD-88A; and 24. A 20.9-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 FD-88B. Landowner 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. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit

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	within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the 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 or sub-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 SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, 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 Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation

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Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	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 City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan

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	Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and

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	rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

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Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.
Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	No District formed yet – Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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, Landowner shall pay a Public Benefit Fee for each residential unit in 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 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and

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	school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation

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Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner 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.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment #1 – Ord. #5898

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Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
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	(3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar for dollar the above referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s). If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to
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	cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Except or the First Amendment Property, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: 1. City-Wide Park Fee (Section 3.12.4) 2. City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
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	3. Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HOR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee for portions of the Property other than the First Amendment Property being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). For portions of the Property other than the First Amendment Property, if SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) other than for the First Amendment Property provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for other than the First Amendment Property, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). For the First Amendment Property, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there shall be no fee deferral of any City fees for such residential dwelling units in the First Amendment Property to bond proceeds from bond sales commencing in the year 31 timeframe. Should the Project CFD(s) including the Property (but excluding the First Amendment Property) not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property outside of the First Amendment Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD
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	bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property (but excluding the First Amendment Property), the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner 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. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible 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 Eligible 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 Eligible Improvements if

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	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 Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner 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 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public

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	rights-of-way and ancillary landscaping;
3.19.2.6	Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;
3.19.2.7	Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner 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 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for

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	inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Ongoing obligation – CFD No. 3 for Municipal Services has been formed and this property was annexed into CFD No. 3. Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation - CFD No. 3 for Municipal Services has been formed and this property was annexed into CFD No. 3. Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as

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	appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.
Department	Environmental Utilities, Public Works, Electric, and Housing Departments
Status	Ongoing obligation
Section	3.26
Title	Reimbursement to West Roseville Specific Plan
Obligation	A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements to the WRSP development agreements, which have been and/ or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in the WRSP development agreements may include sewer, water, recycled water, and roadways. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	(2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the
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Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set- Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.7
Title	Specific Plan Fee
Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

**Sierra Vista Specific Plan - Westpark Federico
Development Agreement Implementation Matrix**

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

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

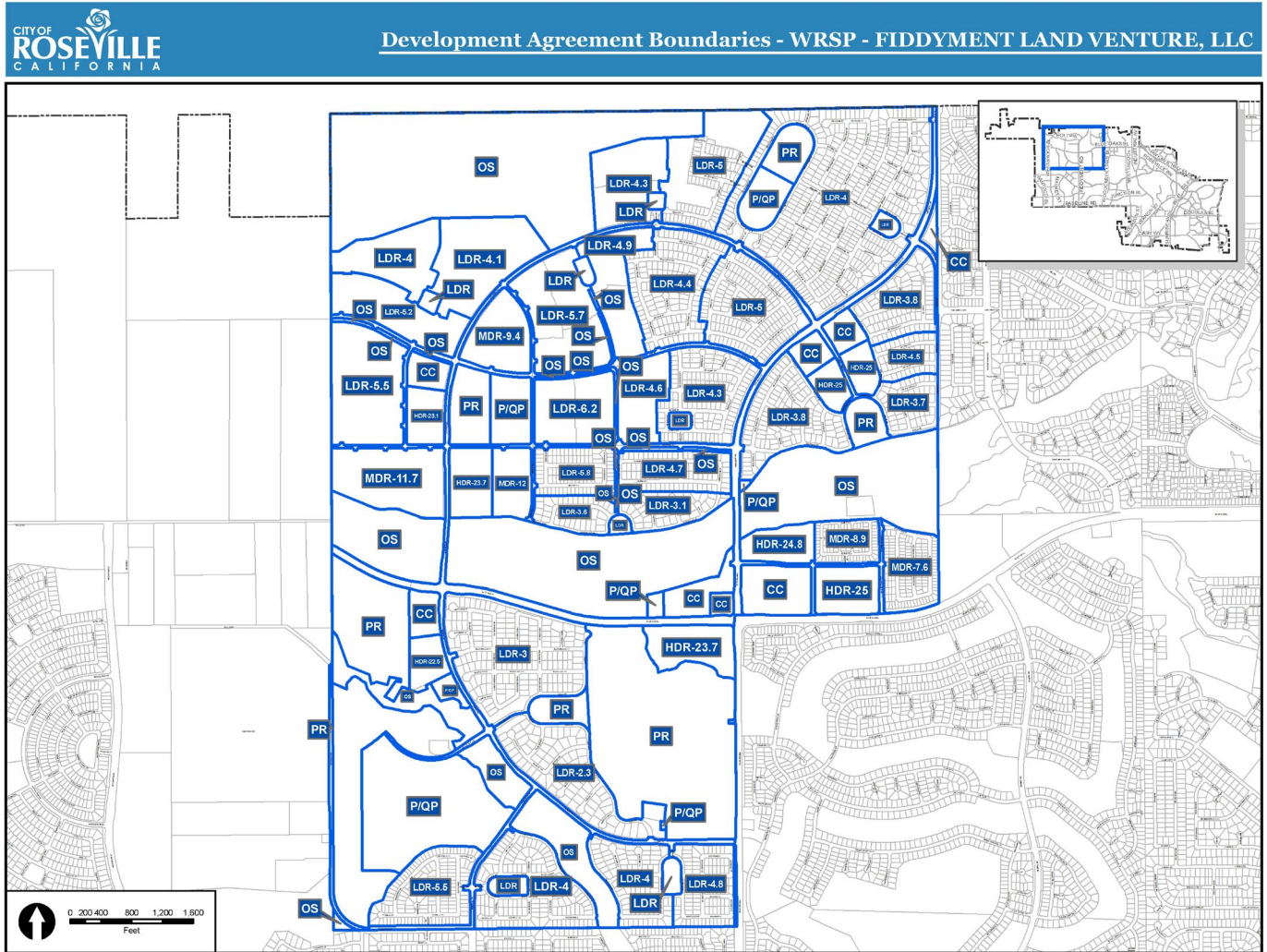
Owner Name: Roseville Fiddymment Land Venture LLC
c/o Signature Properties
4670 Willow Road, Ste 200
Pleasanton, CA 94588

Current Agreement: Development Agreement by and between the City of Roseville and Fiddymment Land Venture, LLC to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Fiddymment Land Venture, LLC (Signature Properties)	March 24, 2004	20 Years	4048
	Amendments:		
	#1 – Feb. 3, 2006		4324
	#2 – July 18, 2008		4668
	#3 – Oct. 2, 2009		4767
ATC Realty One, LLC	#4 – Aug. 16, 2013		5211
Fiddymment Land Venture, LLC	#5 – June 6, 2014		5337
	#6 – Sept. 5, 2014		5385
ATC Realty One, LLC Fiddymment 116 Lots, LLC	#7 – Sept. 15, 2017		5863

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019	
Section	1.3.1 and 1.6
Title	Expiration and Annexation
Obligation	Entitlements granted herein to developer applicable to this property shall be applicable to annexed property for a twenty (20) year period (pursuant to annexation). Entitlements shall be contingent upon annexation of property into the City of Roseville. If annexation does not occur by Dec. 31, 2004, either party may terminate.
Department	Planning - Process Annexation. Community Development/City Manager - Oversee and facilitate annexation processes.
Status	Annexation application approved by LAFCO on July 14, 2004. Obligation Complete.
Section	2.6.1.6
Title	Facilities Districts
Obligation	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.
Department	Finance Department and Housing Department
Status	CFD #1 infrastructure (bond) district has been formed and infrastructure improvement proceeding – Series 2006 issue of second series sold 09/2006. Both bond issues refunded into Series 2017. Bond Sales Complete – Obligation Complete Ongoing City obligation for annual listing
Section	2.7.1
Title	404 Permit
Obligation	Developer has obtained verification from the U.S. Army Corps of Engineers that approximately 16.19 acres of vernal pools and 3.87 acres of wet swales/channels exist on the Property. Developer shall obtain from the U. S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project, including but not limited to off-site improvements such as Phillip Road, and Blue Oaks Boulevard. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation of wetland resources. It is anticipated that the 404 Permit will require preservation and/or creation of wetland resources within the Property ("Preserve Area"). At the election of the City, City and Developer shall cooperate with one another in the formation of a conservancy or fee financing mechanism provided for in Section 3.20, with the authority to assume and/or administer the costs of maintaining the Preserve Area in accordance with the 404 Permit.
Department	Engineering Division / Environmental Coordinator

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Status	Obligation Complete
Section	2.7.4
Title	Operation and Management Plans
Obligation	Developer and Placer Investors shall be responsible for the cost of preparation of any required Operations & Management Plan ("O&M Plan") required for the 404 Permit. Further, Developer and Placer Investors shall be responsible for the cost of the City's preparation, pursuant to the August 18, 2000 MOU between the City and the United States Fish and Wildlife Service, of an overarching management plan to maintain consistent management strategies among the City's preserves and preserve areas created by the Project.
Department	Engineering Division/ Environmental Coordinator
Status	Complete
Section	3.5.2.1
Title	Blue Oaks Boulevard Amendment #4 – Ord. #5211 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer shall construct Blue Oaks Boulevard consistent with the Phasing Plan. Developer shall construct Blue Oaks Boulevard from Fiddymment Road to the new alignment of Phillip Road within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W-2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant. Developer shall complete construction of this segment of Blue Oaks Boulevard within one year of commencing construction. Segment 1 of Blue Oaks Boulevard, as defined below located within the Fourth Amendment Property shall be constructed by Developer. Developer shall construct Segment 1 at such time as development begins within Phase 3 of the Fourth Amendment Property. Segments 2 through 4 of Blue Oaks Boulevard, located outside of the Fourth Amendment Property, beginning at the westerly property line of the Fiddymment property through the westerly side of the intersection of Westbrook Boulevard (collectively, "Blue Oaks Boulevard (Off-site)") shall be constructed by others. Developer will bear a pro-rata share of the cost to construct Segment 3 of Blue Oaks Boulevard Off-Site through the payment of the below-described fee; however, Developer has no obligation to construct any portion of Blue Oaks Boulevard (Off-site). • Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddymment property. (Cost allocation: 100% Developer). • Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TM F). • Segment 3: East side of the Blue Oaks Boulevard/Westpark Drive intersection to the eastern property line of Parcel W-60. (Cost allocation: 50% Westpark; 50% Developer). • Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Westpark). The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the "TM F Fees") in the City's road way Capital Improvement Program ("Road CIP").

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	Developer's pro-rata share of the cost obligation set forth in this Section 3.5.2.1 for Segment 3 (excepting the cost of 22 feet of pavement in Segment 3, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR, MDR, and HDR building permits in the Fourth Amendment Property as of the date of this Fourth Amendment, and dedicated to Segment 3 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.2.1. With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$1,159 per LDR or MDR building permit, for the Blue Oaks Boulevard Off-Site Road Fee. The foregoing fee is based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). In the event a subsequent Development Agreement amendment causes an increase or decrease in the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if HDR units are approved within the Fourth Amendment Property, Then, in addition to the adjustment of the amount of the LDR/MDR fee, a fee payable per HDR unit will be created. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may appropriately adjust the Blue Oaks Boulevard Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Westpark's allocated costs for Segment 3 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.2., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Westpark to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100-foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: ▪ The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern ½ section of the road including slopes. ▪ The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost.
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West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	• The cost of grading the southerly ½ of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and a 22-foot bench behind the back of curb, for an Approximate width of 72 feet, plus the slopes to existing ground. • The cost of 'h of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, stripping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymment property to the Westpark Dr. intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Blue Oaks Boulevard Off-Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$539 per LDR or MDR building permit, and (ii) \$334 per HDR unit. In the event that Segment 1 of Blue Oaks Boulevard, as described in paragraph 3.5.2.1 of the Fourth Amendment to the Development Agreement, is constructed or is under construction by a third party(ies) in advance of the development of Phase 3, Developer shall reimburse such third party(ies) the cost (or reasonable estimated cost, subject to true up) of design, construction, and construction management of Segment 1 prior to the issuance of the first building permit in Phase 3.
Department	Engineering Division
Status	Section deleted.
Section	3.5.3.1
Title	Phillip Road Westpark Drive Amendment #4 - Ord. #5211 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385 – section deleted
Obligation	Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road within the Property consistent the Phasing Plan. Developer shall complete such reconstruction within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W-2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant. Segments of existing Phillip Road replaced by newly realigned and reconstructed segments shall be abandoned to the owner of the underlying fee of the segment in question. If applicable and as necessary, relocation shall be coordinated so as not to interrupt service and access to the Pleasant Grove Wastewater Treatment Plant. Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of

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	existing Phillip Road off-site consistent the Phasing Plan. Portions of the realigned and reconstructed Phillip Road include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of constructing such park frontage improvements. Westpark Drive (formerly Phillip Road). Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to the Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR"), Medium Density Residential ("MDR"), and High Density Residential ("HDR") building permits in the Fourth Amendment Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$352 per LDR or MDR building permit for the Westpark Drive Off-Site Road Fee. The foregoing fees are based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and 0 HDR units). If, after the date of this Fourth Amendment, there is in the event a subsequent Development Agreement amendment causes an increase or decrease the approved number of LDR, MDR, or HDR units, within the Fourth Amendment Property, the foregoing fee amount shall be appropriately adjusted, and if HQR units are approved within the Fourth Amendment Property, then, in addition to the adjustment of the amount of the LDR/MDR fee, a fee payable per HDR unit will be created. Further, the Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News-Record, Construction Cost Index for the United States average of 20 cities and San Francisco (CCI). Developer and Westpark shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may appropriately adjust the Westpark Drive Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to the Fourth Amendment), from the westerly property line of the Fiddymment property to the intersection of Westpark Drive (the "Prepayment Event"). At such time as the City elects to trigger the Prepayment Event, regardless of the status of fees collected, the City shall provide Developer with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by Developer.
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	The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off Site Road Fee. The amount due from Developer for the balance of the Westpark Drive Off Site Road Fee shall be determined by subtracting from the total fee obligation of the Fourth Amendment Property the total amount of fees paid by the Fourth Amendment Property as of the date that the balance of the fee is due (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phases 2 & 3 until such time as the Westpark Drive Fee Prepayment is received by City. If a Prepayment Event has occurred and Developer has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off Site Road Fee on all LDR, MDR, and HDR units in the Fourth Amendment Property, annually adjusted by the CCI as provided above, until all LDR, MDR and HDR units in Fourth Amendment Property have paid the Westpark Drive Off Site Road Fee, as set forth below, at which time City shall reimburse to Developer the prepayment amount previously paid by Developer (less the actual amount of any increase in the cost to construct Westpark Drive above the estimated cost used to calculate the Westpark Drive Off Site Road Fee, which reimbursement is personal to Developer and does not run with the Property, to successors and assigns, unless Developer provides written notice to City that said reimbursement has been assigned by Developer to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off Site Road Fee equal the amount of the Westpark Drive Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off Site Road Fee. The improvements included in the Westpark Drive Off Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment consistent with Exhibits "K" and "I". A general description of these improvements includes: a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes. b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. c. The cost of grading the hill width of a standard collector roadway section including turn lanes, and an 8 foot bench on both sides of the roadway (approximately 64 feet in width), plus the slopes to existing ground. d. The cost of curb, gutter, pavement, joint utilities, stripping, signage, and street lights. e. The WRSP portion of the 24 inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report. f. The WRSP portion of the 24 inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly 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.
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	REVISED SECTION 3.5.3.L The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Westpark Drive Off Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$163 per LDR or MDR building permit, and (ii) \$101 per HDR unit.
Department	Engineering Division
Status	Section deleted.
Section	3.5.7.1
Title	Traffic Signal Interconnect Project Amendment #1 – Ord. #4324
Obligation	In connection with the West Roseville Traffic Signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005, and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from 1600 Placer Investors, LP and/or PL Roseville, LLC, pursuant to an amendment to that certain agreement between the City of Roseville and 1600 Placer Investors, LP recorded in the Official Records of Placer County as Instrument No. 2004-006948. Developer shall have no further obligations to fund or construct any other offsite portions of the City's traffic signal interconnect project. 1st Amendment: Developer agrees to fund 1/3 of the cost of constructing the improvements for the Signal Interconnect. Pulte agrees to fund 1/3, City agrees to fund 1/3.
Department	Engineering Division
Status	Interconnect Improvements Complete – Funding obligation met. Obligation Complete
Section	3.5.16
Title	Transit Master Plan Funding
Obligation	Developer shall pay, as its fair share on a city-wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Master Plan Update, and Bikeway Master Plan Update, the amounts of \$6,502, \$7,585 and \$5,418 prior to recordation of the Large Lot Tentative Map.
Department	Engineering Division , Building Division and Alternative Transportation Department
Status	Required fees for the Long and Short Range Transit Master Plan and the Bikeway Master Plan were paid October 2004. Obligation Complete.
Section	3.5.21
Title	Fiddymment Road Widening Amendment #4 – Ord. #5211 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer and Placer Investors shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four-lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of development of the Property.
Department	Engineering Division

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Status	Section deleted
Section	3.6.8
Title	Construction within Blue Oaks Boulevard
Obligation	City has an interest in constructing wastewater outfall facilities under and crossing the future alignment of Blue Oaks Boulevard. City has requested and Developer has agreed to construct such facility crossing at the time of construction of the subject segment of Blue Oaks Boulevard subject to immediate reimbursement by City to Developer. Reimbursement shall include engineering and design and construction costs associated with the facility.
Department	Environmental Utilities
Status	Obligation Complete - Blue Oaks Boulevard is constructed to the west boundary of the project, so the extension of a wastewater outfall line has been addressed.
Section	3.7.1
Title	Water Supply – Contract with San Juan Water District
Obligation	City has acquired from San Juan Water District rights to 3,200 acre feet of potable water annually for purposes of augmenting City water supplies. Developer and Placer Investors shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO. City and Developer agree that the payment to City as required pursuant to this Section 3.7.1 shall be reimbursed from the first phase of CFD bonds issued for the Project.
Department	Environmental Utilities
Status	Obligation completed
Section	3.8.1
Title	Water Study
Obligation	Developer has prepared a Water Study for on-site water facilities and prepared general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing and Reimbursement Schedule.
Department	Environmental Utilities
Status	Water study was completed – Obligation complete
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	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.
Department	Environmental Utilities
Status	Easement Granted for sanitary sewer pipeline 03/15/2005. Obligation Complete.
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Placer Investors, Developer shall prepare City's Engineer's Report for submittal to and review by the State Regional Water Quality Control Board and Department of Health Services documenting the use of recycled water in the WRSP. Prior to submittal to the State Water Quality Control Board, Developer shall obtain approval of the City Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the City Engineer's Report has received all required State approvals.

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Department	Environmental Utilities
Status	Obligation completed
Section	3.10.3
Title	Grant of Floodplain
Obligation	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 and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.4
Title	Electric Substation
Obligation	Developer shall dedicate an electric substation site (F-65) of approximately 1.2 buildable acres, net of easements, wetlands, riparian corridors and required setbacks which City shall construct the substation. The timing for such dedication shall be prior to issuance of the first residential building permit. This parcel shall not be encumbered by any easements, except as approved by the Electric Utility Director. Developer shall rough grade to accommodate electrical substation construction and construct public services to the site. The electric substation site (Parcel F-65) shall be dedicated in fee, free and clear of all wetlands.
Department	Electric Department
Status	Parcel F-16 property was dedicated to the city on 9/21/2005 (DOC#2006-0001828). Obligation Complete
Section	3.11.6
Title	Coordination with Construction by City
Obligation	To the extent feasible so as not to delay Developer's project construction schedule or result in additional cost to Developer, Developer shall coordinate and cooperate with City for future construction of underground infrastructure and externalities (including, but not limited to, joint trench, gas and transmission lines.) associated with the City's proposed Roseville Energy Park.
Department	Electric Department
Status	Obligation Complete
Section	3.12.2
Title	Existing Residences within Property
Obligation	Three (3) occupied residences exist on the Property today are Residences A, B and C. Residence "A," will remain on the Regional Sports Park property for utilization by the City for non-residential purposes. Residence "C" will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "B" shall remain in its current location as part of the Project. Developer shall deliver to City all residences "A" and "C," together with all outbuildings, appurtenances and grounds, in good and tenantable condition at least as good as the condition in which such residences, etc., exist as of the date of this Agreement. To that end, Developer may encourage continued lawful occupancy of the residences subject to compliance with any applicable rental agreement. Any such applicable rental agreement shall include, to the extent allowed by law, a waiver by the tenant of any right or claim to relocation assistance. City reserves the right to either approve and allow continued occupancy or require vacation of any of the residences prior to acceptance of dedication. Notwithstanding the foregoing, Developer shall reimburse City for any and all relocation assistance or benefits that City may be required to provide to any occupant of the property.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.1

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Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites and the Community Garden, Developer shall construct the frontage improvements (excluding landscaping and sidewalks) and stub utilities for the park site and community garden, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for under the Parks Financing Plan. Developer shall not be entitled to any reimbursement for the cost of such improvements.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.2
Title	Construction of Neighborhood Park Improvements by Developer Amendment #1 – Ord. #4324
Obligation	Developer shall design and install park improvements for the park site planned for parcel F-53, subject to and in accordance with the following provisions:" (a) The park site for parcel F-53 shall be improved in conjunction with Developer's development of the parcels F-4 and F-5. (b) The park facilities for Parcel F-53 shall be constructed and improved according to a plan for the site to be prepared by Developer and approved by the City. These park facilities shall be designed in accordance with the preliminary designs for park F-53 described in the Specific Plan, the Parks Financing Plan, and the design standards for such facilities and improvements described in the City's park F-53 master plan. The Improvement plans for the park site shall include-detailed construction plans, specifications and drawings for the site to be approved by the City. Developer shall be responsible for all costs associated with the approval of the plan, including the cost of preparing the required construction plans and drawings, subject to credits provided for in Section 3.12.4.7.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.3
Title	Estimated Costs Associated with Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	The estimated cost for the design and construction of the park improvements for parcel F-53 (\$1,261,692.00) are set forth in the Parks Financing Plan for the Specific Plan and have been used to establish the neighborhood park fee for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimates shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Construction Cost Index." "When Developer bids the work for the neighborhood park, the City shall review and approve the bid documents for the park improvements prior to the issuance of a notice of and invitation to bid by Developer. The City shall also review the bids received by Developer and shall approve the Developer's selection of the most appropriate bid prior to award of the contract. The City shall have ten (10) working days to review the bids and if the bid amount for the work, together with all design and other park improvements costs then incurred by Developer, exceed the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park to reduce the cost of the work to be installed by Developer to one hundred eight percent (108%) of such adjusted cost or (ii) agree to pay its share of the cost of the improvements in excess of one hundred eight percent

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	(108%) of such adjusted cost estimate, as such costs are incurred by Developer. If the actual cost of the bid for the work, together with all design and other park improvement costs then incurred by Developer, is less than the then adjusted cost estimate for the park, Developer shall pay to the City the difference between the actual cost of the park construction and the total amount of fee credits received as described in Section 3.12.4.7.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.4
Title	Construction Plans for Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	Developer shall submit completed construction plans and specifications (the "Construction Documents") to the City for improvement of parcel F-53 prior to the issuance of the 75th building permit issued within parcels F-4 and F-5 (the "Responsible Parcels"). The construction documents shall be subject to review and approval by the Department of Parks and Recreation ("the Department") and other City departments. Developer may submit completed Construction Documents earlier than this milestone with written authorization by City.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.5
Title	Scheduling of Neighborhood Park Improvement Construction Amendment #1 – Ord. #4324
Obligation	Developer shall commence construction of the park improvements for parcel F-53 in accordance with its approved park plan prior to the issuance of the 175th building permit issued within parcels F-4 and F-5. Developer shall not issue any change orders on such construction contract without first obtaining City's written consent and may commence construction of the park improvements earlier than this milestone with written authorization by City. Thereafter, Developer shall diligently proceed with such construction and use its best efforts to complete the construction of the improvements to the park site within one hundred fifty (150) days of the date of the commencement of such improvements. In the event the Developer elects to commence construction of the park improvements for parcel F-53, upon completion Developer shall be responsible for the maintenance of the park improvement and the liability for use of the park facilities by the public. This obligation shall exist from the completion of the parks until thirty (30) days following notice to City by Developer that all building permits within parcel F-4 and parcel F-5 have been issued. Completion of park is defined as successful establishment of plant material and turf and acceptable compliance with City park construction standards. City to accept park within 30 days of above date, after a final walk through has been completed and park is in an acceptable condition that meets City standards, and provided adequate funding for the maintenance district is in place for parcel F-53 in the Community Facilities District No. 2 ("CFD #2"). Developer acknowledges that development of the park will be dependent upon compliance with the foregoing schedule. Accordingly, if the design and construction schedule for parcel F-53 is not satisfied, the City may deny building permits within the applicable parcels receiving credits identified in Section 3.12.4.7 whether or not the ownership thereof is under a single owner or multiple owners. City acknowledges and agrees that any failure to comply with such schedule shall not affect the rights of

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	Developer to proceed with the construction of units for which building permits have been issued by the City. Developer further acknowledges and agrees that, notwithstanding anything else to the contrary in this Amendment or in any assignment of the Development Agreement, including this Amendment, with respect to the obligations under this Section 3.12.4.2, Developer shall be personally responsible for the design and construction of the park improvements for parcel F-53 as and when required hereunder and shall remain personally responsible therefor notwithstanding any subsequent sale or transfer of any parcels designated "Responsible Parcels" for such park improvements and notwithstanding any assumption of such obligation by any successor in interest to Roseville Fiddymment Land Venture, LLC, unless the City expressly agrees, in writing, to release Roseville Fiddymment Land Venture, LLC from any of such design or construction obligations under this Section 3.12.4.2. Notwithstanding the foregoing, City is presumed to have expressly approved the assignment and assumption of this obligation by the West Roseville Development Company, Inc., a Delaware corporation. As a condition of any such assignment that involves a Responsible Parcel, the City may require that Developer or Developer's successor post security in form and amount acceptable to the City to secure the completion of the design and construction of the park improvements for the parcel F-53. To assist City in monitoring compliance with the park design and construction schedule, as and when Developer applies for building permits within a Responsible Parcel, Developer shall give written notice to the Department, indicating the number of units involved in the permit request and the total number of building permits which have been issued for the Responsible Parcels of which such parcel is a part, as well as the status of the design and/or construction of the parcel F-53.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.6
Title	Amenities Included in Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	Park improvements constructed by Developer for parcel F-53 shall include all utilities and all landscaping and irrigation necessary to serve the park. When installing road improvements adjacent to the park site, Developer shall construct the frontage improvements therefore (excluding landscaping and sidewalks unless the park is developed at the same time as such frontage improvements are being installed) and stub utilities for the park site, subject to direction from the City on balance of the subdivision improvements.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.7
Title	Neighborhood Park Fee Credits and Reimbursement Amendment #1 – Ord. #4324
Obligation	In consideration of Developer designing and constructing the park on Parcel F-53, Developer shall receive full credit against the neighborhood park fee described in Section 3.12.4, including any adjustment that may be made periodically consistent with the terms of the Development Agreement and this Amendment. Said park fee credits shall apply to all units within parcels F-1, F-2, F-3, F-4 and F-5. Upon completion of the park improvements, Developer shall submit itemized invoices evidencing the costs of all improvements of the park. Credits are estimated to be \$1,448,832.00, which is expected to exceed the estimated cost of the park development at \$1,261,692.00. If the value of the credits exceeds the costs incurred to complete the park, then the difference shall be paid to the City by the Developer within 30 days of the acceptance of the park

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	improvements by the City.
Department	Parks Department
Status	Obligation Complete
Section	3.12.10
Title	Community Garden Amendment #5 – Ord. #5337 Amendment #6 – Ord.# 5385 – section deleted
Obligation	Developer intends to create a Community Garden in Open Space Preserve Parcel F-83, north of Parcel F-23. The Community Garden site is 2.0 acres and will include an adjacent 35 (thirty-five) space parking area accessible from a roadway east of Parcel F-23. The parking lot shall serve a dual purpose of providing parking for the Community Garden and as a trail access point for the Pleasant Grove Creek biking and walking trails. The parking lot shall be included as part of the bike trail network and as such its construction shall be included and reimbursable from the city wide Park Fund established for the Project. Developer shall construct the community garden parking lot when roadways adjacent to Parcel F-23 are constructed. The cost of community garden parking lot construction shall be reimbursable from the City Wide Park Fund, to the maximum amount estimated in the Parks Financing Plan. The Community Garden site shall be dedicated to the City within the Open Space Preserve site. City shall be obligated to administer the use of and maintenance for the Community Garden. The obligations called for under this Section 3.12.10 shall be contingent upon Developer's success in having the Community Garden listed as an identified and approved open space use on the 404 Permit and related O&M Plan. If, despite good faith efforts, Developer fails to obtain approval of the Community Garden use in the 404 Permit and O&M Plan, the property described as Community Garden site shall remain as Open Space Preserve. REVISED SECTION 3.12.10. Developer shall construct the community garden parking lot described in Section 3.12.10 of the Development Agreement (including post & cable fencing along the road and utility stubs as requested by City) within 6 months following receipt of written notice from City requesting construction and confirming that there are adequate funds in the City Wide Park Fund to reimburse Developer for the cost thereof, weather permitting. City shall review and approve an itemized list of costs of the improvements prior to start of any work. Changes or increases to the approved costs shall be reviewed and approved by the City prior to proceeding with the work relating to the change or increase in approved cost. City shall accept the improvements upon completion of construction (including the correction of any punch list items identified during the City's final inspection), and shall reimburse Developer for the cost thereof within 30 days after submission of a written request for reimbursement which shall include all contracts, invoices and supporting documentation of costs.
Department	Parks Department
Status	Section deleted
Section	3.13
Title	School Fee Agreements
Obligation	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

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	Agreement.
Department	Engineering and Building Division
Status	Agreements entered – obligation complete.
Section	3.14
Title	Fire Station Site
Obligation	Developer shall dedicate to City a 3.1-acre site (F-73) for use as a fire station at the location in the Specific Plan. The timing for such dedication shall be prior to issuance of the first residential building permit within the Project. Prior to acceptance of the fire station site by City, Developer shall rough grade to accommodate fire station construction, and construct public services to the site.
Department	Fire Department and Building Division
Status	WRSP PCL F-73 (APN: 017-100-059 & 068 portion of) was dedicated to the City on July 12, 2006 (Doc #2006-0074401). Parcel rough graded prior to dedication. Obligation Complete
Section	3.15.8
Title	Orthophotography of Site
Obligation	Developer agrees to participate with Placer Investors and pay its fair share of cost of orthophotography of the WRSP site for which City estimates the total cost for the WRSP site to be approximately \$26,760. Payment shall be due within ten (10) days after the first large lot map approval for the WRSP.
Department	Engineering Division and IT Department
Status	Fee paid. Obligation Complete.
Section	3.17
Title	Waiver
Obligation	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.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.25
Title	Sun City Homeowners Association Contribution
Obligation	Prior to issuance of the first building permit in the WRSP, Developer and Placer Investors shall deposit with City the sum of \$150,000 for use by the Sun City Homeowners Association (HOA) as hereafter provided. The purpose for the funds is to pay for Specific Improvement projects that may be requested by the HOA and which relate to Sun City and the development of the WRSP. Projects may include, but are not limited to, landscape improvements, sound walls, or traffic improvements to Del Webb Boulevard. Any roadway improvements or traffic control devices proposed by the HOA would be subject to City's review, approval and determination that the proposed improvements are warranted, based on then current City and State of California standards, and that the proposed improvements would not cause or exacerbate safety issues.
Department	Building Division and Development Services Department
Status	Obligation Complete. Landowner directly issued payment to Sun City HOA for

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
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	improvements.
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Development Agreement Obligations <u>Not Complete</u> as of December 2019	
Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #4324 Amendment #2 – Ord. #4668 Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385
Obligation	Low Density Residential: 2,767 units on 837.3 net acres Low Density Residential: 2,771 units on 837.3 net acres Low Density Residential: 2,319 units on 815.4 net acres Low Density Residential: 2,659 units on 867.4 net acres Low Density Residential: 3,240 units on 740.69 net acres Low Density Residential: 3,240 units on 769.8 net acres Medium Density Residential: 359 units on 54.3 net acres Medium Density Residential: 394 units on 54.3 net acres Medium Density Residential: 527 units on 71.3 net acres Medium Density Residential: 131 units on 17.5 net acres Medium Density Residential: 740 units on 69.01 net acres Medium Density Residential: 836 units on 80.51 net acres High Density Residential: 1,044 units on 70.3 net acres High Density Residential: 1,005 units on 104.6 net acres High Density Residential: 1,361 units on 67.2 net acres High Density Residential: 1,461 units on 67.2 net acres High Density Residential: 1,888 units on 83.98 net acres High Density Residential: 1,792 units on 72.48 net acres Community Commercial: 30.1 net acres Community Commercial: 39.0 net acres Community Commercial: 45.78 net acres Business Professional: 9.1 net acres Business Professional: 0.0 net acres Park: 195.2 net acres Park: 203.0 net acres Open Space: 335.2 net acres Open Space: 340.12 net acres Open Space (paseo): 6.1 net acres

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	Open Space (paseo): 6.66 net acres Schools: 69.8 net acres Schools: 71.95 net acres Fire Station: 3.1 net acres Fire Station: 2.51 net acres Electric Substation: 1.6 net acres Electric Substation: 1.55 net acres Well Sites: 2.0 net acres Well Sites: 0.52 net acres Other Public (RoW): 44.5 net acres Other Public (RoW): 111.73 net acres															
Department	Planning Division															
Status	Ongoing obligation															
Section	2.6															
Title	Affordable Housing Amendment #1 – Ord. #4324 Amendment #5 – Ord. #5337															
Obligation	Developer shall provide 417 587 units affordable to very low, low and middle income households. Amendment #1 – Any adjustment based on actual development shall be subject to the approval of the Community Services Director.															
Department	Housing															
Status	Ongoing obligation – adjustments have been made.															
Section	2.6.1															
Title	Affordable Purchase Residential Units Amendment #1 – Ord. #4324 Amendment #2 – Ord. #4668 Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337 – <i>section deleted</i> Amendment #6 – Ord. #5337 – <i>section deleted</i>															
Obligation	Developer agrees that 83 units will be reserved on the Property as detached and/or attached single family residential units affordable to middle income purchasers as follows: Developer agrees that 83 units will be reserved on Parcel F-16 as detached and/or attached single family residential units affordable to middle income purchasers. Such units shall be distributed throughout said Parcel. Developer agrees that 83 units will be temporarily reserved on Parcel F-6 as detached and/or attached single family residential units affordable to middle income purchasers. Prior to (or concurrently with) the approval of the first tentative map in Fiddymment Ranch Phase 3 a permanent location for the affordable purchase units shall be identified and designated in the Development Agreement. <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>PCL F-16</td><td>224</td><td>46</td></tr><tr><td>PCL F-17</td><td>174</td><td>37</td></tr><tr><td>PCL F-24</td><td>219</td><td>37</td></tr><tr><td>Total</td><td></td><td>83</td></tr></table>	Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL F-16	224	46	PCL F-17	174	37	PCL F-24	219	37	Total		83
Parcel	Total Units in Parcel	Middle Income Purchase Units														
PCL F-16	224	46														
PCL F-17	174	37														
PCL F-24	219	37														
Total		83														
Department	Housing Division															
Status	Obligation amended and ongoing															
Section	2.6.1.1															
Title	Required Agreements															
Obligation	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															

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	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 Development Director.								
Department	Housing Division								
Status	Not recorded yet – Ongoing obligation								
Section	2.6.1.2								
Title	Content								
Obligation	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.								
Department	Housing Division								
Status	Not recorded yet – Ongoing obligation								
Section	2.6.1.5								
Title	In Lieu Fee Affordable Housing								
Obligation	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.								
Department	Housing Division								
Status	Ongoing obligation								
Section	2.6.2.1								
Title	Multi-Family Affordable Rental Units – Affordable Obligation Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337								
Obligation	Developer agrees that 335 affordable rental units will be reserved within the Property, including 167 units for rental to very low income households and 168 units for rental to low income households as follows: Developer agrees that 338 affordable rental units will be reserved within the Property, including 169 units for rental to very low income households and 169 units for rental to low income households as follows: Developer agrees that 587 affordable rental units will be reserved within the Property, including 235 units for rental to very low income households, 235 units for rental to low income households, and 117 units for rental to middle-income households, as follows: <table><tr><td>PCL F-20</td><td>78 Very low income rental units 76 low income rental units</td></tr><tr><td>PCL F-22</td><td>91 very low income rental units 93 low income rental units</td></tr><tr><td>PCL F-6B</td><td>66 very low income rental units 66 low income rental units 63 middle income rental units</td></tr><tr><td>PCL F-8A</td><td>0 very low income rental units 0 low income rental units</td></tr></table>	PCL F-20	78 Very low income rental units 76 low income rental units	PCL F-22	91 very low income rental units 93 low income rental units	PCL F-6B	66 very low income rental units 66 low income rental units 63 middle income rental units	PCL F-8A	0 very low income rental units 0 low income rental units
PCL F-20	78 Very low income rental units 76 low income rental units								
PCL F-22	91 very low income rental units 93 low income rental units								
PCL F-6B	66 very low income rental units 66 low income rental units 63 middle income rental units								
PCL F-8A	0 very low income rental units 0 low income rental units								

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	54 middle income rental units				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	PCL F-20	436	68	27	41
	PCL F-20			78	76
	PCL F-22	410	44	22	22
	PCL F-22			91	93
	PCL F-23	460	96	32	64
	PCL F-24	200	86	46	40
	PCL F-25	400	20	20	0
	PCL F-26	98	20	20	0
	Total		335	167	167
Department	Housing Department				
Status	Obligations current and ongoing - Not developed yet				
Section	2.6.2.2				
Title	Transfer/Satisfaction of Obligation Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5337				
Obligation	At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development 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. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units. At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development 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. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units.				
Department	Housing Division				
Status	No transfers requested yet – Ongoing obligation				
Section	2.6.2.4				
Title	Facilities District				
Obligation	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.				
Department	Housing Division				
Status	Ongoing obligation				
Section	2.7.3				

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Title	Facilities Included in 404 Permit
Obligation	Developer shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, community garden and parking lot and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of Open Space Preserves. In this regard, Developer shall include the location of proposed bike paths, fuel modification areas, passive recreation areas (such as the community garden and associated parking), water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit applications to ensure all proposed open space improvements are disclosed and considered by the Corps during 404 Permit processing and drafting of permit conditions. In addition, Developer shall ensure that the typical improvements required for overland stormwater conveyance, stormwater outfalls and related erosion control improvements are included in the O&M Plan as future allowed uses. In this regard, the O&M plan shall include typical schematic plans to characterize these improvements for future regulatory and permitting purposes. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the 404 Permit, the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City may approve or deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Developer shall be made at the time and in the amount then required by City ordinances, applicable to the Project. Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by Developer, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	Development Departments
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing Amendment #5 – Ord. #5337
Obligation	Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in three phases consistent with the Phasing Plan set forth in the Specific Plan. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Community Development Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. It is anticipated that the Property will develop in multiple sub- phases. The sub-phasing concept is depicted within the Infrastructure Phasing Matrix attached to this Fifth Amendment as Exhibit F. Developer, or its successor(s) in interest, shall develop and construct the infrastructure necessary to serve each phase of the Project within the Property, as depicted in the Infrastructure Phasing Matrix.

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	The City has confirmed that progression of development in sub phases as described in the Phasing Matrix includes the necessary facilities to support the approved land uses within each of the sub- phases if built in the sequence described in the Phasing Matrix. If Developer proposes to develop a portion of the Property out of sequence from that set forth in the Phasing Matrix, then, prior to the issuance of a building permit in the applicable sub-phase, the City may require special studies to confirm that the necessary facilities, including but not limited to, sanitary sewer, recycled water, potable water, storm drain, electric facilities, and roadway serving the applicable out-of-sequence sub-phase will be provided. Developer will be responsible for all reasonable third-party costs associated with the preparation of any required special studies, and for the cost of City staff (on a time and materials basis) required for such confirmation.
Department	Engineering Division and Development Services Department
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Rights of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Developer agrees to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way for the applicable roadways, including the area for utilities and power line corridors, shall be as shown in the Specific Plan. Developer shall also grant and convey to City, with each of the foregoing roadway easements, a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the Specific Plan and shall be located within the right-of-way for the adjacent roadway as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility or power line 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.
Department	Environmental Utilities and Electric Departments
Status	Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Developer, at its expense, shall provide the road improvements set forth in this Agreement and the Phasing Plan. 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

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	lanes and bus turnouts as may be required by the City Engineer, all grading, drainage laterals and inlets, and cross culverts (collectively "Frontage Improvements"). The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's Frontage. Unless specifically identified within this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Installation of landscaping and median curbing shall occur concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may occur concurrent with the development of adjacent parcels. Bike trail connections will be constructed consistent with Section 3.12.7.1 of this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways Amendment #4 – Ord. #5211
Obligation	Developer shall dedicate all necessary rights-of-way and shall construct roadway improvements for the arterial roadways and described in the Phasing Plan. Arterial roadways within the Property consist of Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in Section 3.5.18, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement. Developer shall dedicate all necessary rights-of-way and shall construct road way improvements for the arterial roadways, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.2 below. Arterial road ways on the Property include Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these road ways 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 timing, 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 road way improvement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	Collector Streets
Obligation	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 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements

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Obligation	<u>3.5.4.1</u> Upon recordation of the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement. <u>3.5.4.2</u> 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards Amendment #1 – Ord. #4324
Obligation	Amendment #1: All improvements to be installed by Developer shall be designed and constructed pursuant to the Improvement Standards and development standards in effect for the City at the time the improvement plans are initially submitted to the City for review and approval by the City and the submittal is deemed complete by the City. 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	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, sound walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such areas shall not be included within rights-of-way adjacent to non-residential areas as set forth in the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	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.
Department	Engineering Division and City Attorney
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.6.2

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Title	Transition from Landscape Corridor to Open Space Parcels
Obligation	Developer shall be responsible for the construction of a natural, drought- tolerant landscape transition between street landscaping and open space areas on Parcels F-84, F-85, F-86, F-87 and F-88 along Blue Oaks Boulevard and Hayden Parkway. The landscape transition shall be designed and installed consistent with illustrations contained in the Design Guidelines. Such transition landscaping shall be installed at the time adjacent roadways are constructed.
Department	Parks Department and Planning Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer shall be responsible for the construction of traffic signals as 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.
Department	Public Works
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee Amendment #4 – Ord. #5211
Obligation	Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Plan Area. To the extent that the Traffic Mitigation Fee adopted for the WRSP is higher than that charged in the North Industrial Plan Area, Developer shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUEs within the WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted. The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded.
Department	Engineering Division and Building Division
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Developer agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee. City shall initiate and complete the actions necessary to

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	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 in the amounts and at the times specified by the Highway 65 JPA Fee program. If Developer pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit toward Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Developer agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee ("SPRTA Fee") as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Developer hereby consents to such inclusion. Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA Fee ") in the amounts and at the times specified in the SPRTA Fee Program. If Developer pays the Interim SPRTA Fee, and the Interim SPRTA Fee exceeds the amended SPRTA Fee, then the excess amount collected shall be applied as a credit toward SPRTA Fee on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim SPRTA Fee is less than the amended SPRTA Fee that is ultimately adopted for the Property, the total amount of the shortfall shall be added as a surcharge to future SPRTA Fee on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.11
Title	Bridges Amendment #4 – Ord. #5211
Obligation	Developer shall construct a total of five bridges, three on- site and two off-site per the Phasing Plan. The Coyote Creek bridge shall be designed to accommodate Wastewater Treatment Plant service vehicles access under the bridge for travel to the Wastewater Treatment Plant outfall structure. Upon completion of construction of the bridge over Pleasant Grove Creek on Blue Oaks Boulevard west of Crocker Ranch Road. Developer shall receive a credit against City traffic mitigation fees pursuant to Section 4.2 for the cost of adding three additional travel lanes. Developer shall receive a credit against City's Traffic Mitigation Fee for its costs to construct those bridges included within the City's Capital Improvement Program (CIP) as identified in the Infrastructure Phasing & Reimbursement Schedule Exhibit "00." Concurrent with the construction of Phase 2 of Fiddymment Ranch, in accordance with

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	the Phasing Plan, construct the south half of the Blue Oaks Boulevard Bridge over Kaseberg Creek adjacent to Parcel F-54 to provide two travel lanes, two bike lanes, Curb/gutter/sidewalk/hand rail (south side only), barriers, streetlights, joint trench and in-street utilities. Developer shall receive transportation fee credits from the City of Roseville in an amount equal to the cost of the bridge improvements constructed by Developer.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.5.12
Title	Access for Existing Residences with Property
Obligation	Three (3) occupied residences exist on the Property today. Developer shall construct interim all-weather access to Residence "A" capable of supporting 34 tons. Residence "B" will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "C" shall remain in its current location and shall be provided interim and permanent access to a public street as part of the development of the Project. Developer shall be responsible for providing and/or constructing interim accesses to existing residences.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	Access to Residences within MOU Area
Obligation	With Placer Investors, Developer shall maintain accesses to existing residences within the MOU area. All such accesses shall be maintained continuously during construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Light Rail Funding
Obligation	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.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee
Obligation	Developer consents to and agrees that any then-underdeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	City-County Fee
Obligation	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 Fiddymment 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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17.1

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Title	Placer County Traffic Mitigation Fee Amendment #5 – Ord. #5337 Amendment #7 – Ord. #5863
Obligation	As more particularly described below, Developer agrees to pay to City at the time building permits are issued within the planning areas described below, a fee of \$125 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for road ways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above) for the additional 1,189 LDR and MDR units and the 472 HDR units. Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI. The Placer County Traffic Mitigation Fee will be collected within the following planning areas of the Fifth Amendment Property: F- 6A, F- 6B, F- 6C, F- SA, F- 88, F- 10A, F- 108, F- 10C, F- 118, and F- 138(95 units). Planning area F- 138 is currently approved for 159 units. Concurrently with the City's approval of a tentative subdivision map for planning area F- 13B Developer and City shall identify which 95 units within F- 138 will be subject to the Placer County Traffic Mitigation Fee. As more particularly described below, Developer agrees to pay to City at the time building permits are issued within the planning areas described below, a fee of \$125 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above) for the additional 1,189 LDR and MDR units and the 472 HDR units. Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI. The Placer County Traffic Mitigation Fee will be collected within the following planning areas of the Seventh Amendment Property consistent with Large Lot Tentative Map PL16-0364, and as shown on attached Exhibit "B": F-6A1, F-6A2, F-6B1 F- 6C1, F-6C2, F-8A, F-8B, F-10A1, F-10A2, F-10B1, F-10B2, F-10C1, F-10C2, F-11B, F-13A-1, F-13A-2, and F-13B-3 (14 units). Planning area F-13B-3 is currently approved for 45 units. Concurrently with the City's approval of a small lot final subdivision map for planning area F-13B-3, lot numbers 1 through 14 within F-13B-3 will be subject to the Placer County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Park and Ride Lots
Obligation	Twenty (20) park and ride spaces shall be provided on Parcels F-31, F-34 and F-54. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by City's Zoning Code. If necessary in order to minimize impacts to existing oak trees, Developer may spread or reallocate park and ride parking space locations between parcel F-31 and parcel F-30. Developer and City acknowledge that the area proposed for retail uses may be required to be reduced in order to

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	minimize tree impacts and to meet parking requirements as well as park and ride obligations. To the extent that Developer constructs any of the required park and ride spaces on F-54 and provided the cost of constructing such park and ride spaces is included in the park site F-54 cost estimate, Developer shall be entitled to reimbursement by City for the cost of constructing the park and ride spaces limited to costs allocated to such construction in Developer's cost estimate included in the Parks Financing Plan. If constructed by Developer, Developer shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm, except at Regional Park F-54, where park hours of operation are subject to regulation by the Parks and Recreation Department.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.20
Title	Sun City Traffic Improvements
Obligation	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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Developer shall construct on-site and off-site facilities to the sewer system as described in this Section, the Phasing Plan, and as shown in Exhibit "S", attached hereto. Developer shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Timing and sizing for the construction of such facilities shall be consistent with the Infrastructure Phasing and Reimbursement Schedule. Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the

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	corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to sewer improvements that are not located within roadways. All weather access ramps and approaches shall be provided as necessary for the facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	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.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	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.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.5
Title	Access to Pleasant Grove Wastewater Treatment Plant
Obligation	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. 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.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.6.6
Title	Oversizing of Wastewater Facilities - Reimbursement
Obligation	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

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	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. 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.7
Title	Coordination with Construction by Placer County
Obligation	Placer County has expressed interest in coordinating with City and Developer on the future construction of wastewater conveyance facilities (including but not limited to, pipes) by the County or others within the Fiddymment Road right-of-way. The approximate location of the proposed wastewater conveyance facilities. In order to facilitate such cooperation with the County, Developer shall, prior to the commencement of construction of improvements to Fiddymment Road, provide a construction schedule for the improvements to the County Public Works Department. Thereafter, to the extent that coordination with the County can be accomplished without additional cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with the County in the construction of such wastewater conveyance facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.2
Title	Financing of Water Supply
Obligation	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 the existing City ordinances and this Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.3
Title	Contribution to Water Meter Retrofit Program
Obligation	In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing City residents, Developer shall pay to City, at the time of building permit, the sum of \$115.00 per dwelling unit equivalent (DUE) , inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI). Should such index no longer exist the Director of Environmental Utilities shall select a similar index which in his opinion fairly estimates the inflation factor applicable to construction.
Department	Environmental Utilities and Building Division
Status	Ongoing obligation
Section	3.7.5
Title	Groundwater Wells
Obligation	Developer shall dedicate to City Parcel F-66 in Phase 1 and Parcel F-67 in Phase 2 and shall construct two (2) groundwater wells at the approximate locations and prepare the wells according to industry standards subject to approval by the Environmental Utilities Director. Exact locations of wells and well sites and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The wells shall be designed to include Aquifer Storage and Recovery capabilities and, to the extent feasible, shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the wells upon the earlier of the need for each well to provide water services to

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	the Project, or prior to residential construction and concurrent with construction of adjacent roadways. City shall be responsible for construction of the above ground portions of the groundwater well facilities (site improvements and pumping facilities).
Department	Environmental Utilities
Status	Ongoing obligation - water quality at F-66 is unsuitable for our purposes so no well will be built in that location. However, DAA#8, states that in lieu of providing a production well at F-66, the developer shall fund the drilling of a well at an off-site location. I therefore do not construe this as an obligation that has been met. It has to stay, until the developer funds the offsite well.
Section	3.7.6
Title	Water Conservation Measures Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385
Obligation	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. Developer shall implement the water conservation plan attached to this Fifth Amendment as Exhibit SS in its development of the Property (the "Water Conservation Plan"). The Water Conservation Plan shall include compliance "the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Property and measures to ensure a water conservation objective of a reduction in water use by 20.4% over current land use characteristics in the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Property. Such water conservation measures shall include, but are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement. Developer shall implement the water conservation plan attached to this Sixth Amendment as Exhibit RR in its development of the Sixth Amendment Property (the "Water Conservation Plan"). The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Sixth Amendment Property and measures to ensure a water conservation objective of a reduction in water use by 20.4% over current land use characteristics in the Sixth Amendment Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in the Sixth Amendment Property. Such water conservation measures shall include, but are not limited to, smart timers, re-circulating hot water systems, and turf limitations. The measures implemented shall be disclosed to each purchaser of real property within the Sixth Amendment Property. Modifications to the Water Conservation Plan that are approved by the Environmental Utilities Director shall not require an amendment to the Development Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.7
Title	Instant Hot Water Feature
Obligation	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.

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Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.8
Title	Periodic Confirmation of Water Conservation Goal for the Property
Obligation	The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Property. The demand for water at build-out of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Fifth Amendment Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Property and used within the Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in the Property, and then no more frequently than annually thereafter 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, the achievement of project water conservation goals and sources of water for the Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 20.4% over current potable water usage as set forth herein, and the then-built portion of the Property has met its 20.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 20.4% objective set forth in this Section 3.7.8. If the then-built portion of the Property has not met its 20.4% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un-built portion of the Property. Development and implementation of such measures on the un-built units in the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-wide water conservation goals, the Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein. <u>Amendment #6</u> The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Sixth Amendment Property. This determination was the

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	conclusion of a review of the demand and source issues created by the projected build-out of the Sixth Amendment Property. The demand for water at build-out of the Sixth Amendment Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Sixth Amendment Property and by reference to the Developer's Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics. The sources for water evaluated for the Sixth Amendment Property are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Sixth Amendment Property are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within the Sixth Amendment Property and used within the Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Sixth Amendment Property is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in the Sixth Amendment Property, and then no more frequently than annually thereafter during the term of this Agreement until the last dwelling unit has been completed within the Sixth Amendment Property, 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, the achievement of project water conservation goals and sources of water for the Sixth Amendment Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan, and that the difference(s) will negatively affect the City's ability to provide water for the Sixth Amendment Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Sixth Amendment Property's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 20.4% over current potable water usage as set forth herein, and the then- built portion of the Sixth Amendment Property has met its 20.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued within the remainder of the Sixth Amendment Property shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 20.4% objective set forth in this Section 3.7.8. If the then-built portion of the Sixth Amendment Property has not met its 20.4% objective, despite implementation of the conservation measures set forth in the Water Conservation Plan, Developer and City shall meet to discuss, in good faith, the achievement of a higher conservation objective within the un built portion of the Sixth Amendment Property. Development and implementation of such measures on the un-built units in the Sixth Amendment Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City- wide water conservation goals, the Sixth Amendment Property shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.2
Title	On-Site Water Facilities
Obligation	Developer shall construct on-site water system facilities and further described in the Phasing Plan. All such facilities to be constructed by Developer, including mains, shall

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	be designed and constructed pursuant to the City's then current Improvement Standards and subject to City plan review, construction inspection and final approval and Developer's payment of City's then current costs or fees for plan check, mapping and inspection. Developer will not be responsible for construction of potable water reservoirs and pump station except through the payment of City water connection fee and special benefit fees as may be applicable or otherwise required herein.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.3
Title	Off-site Water Facilities
Obligation	Developer shall construct off-site water system facilities 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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.4
Title	Oversizing of Water Facilities - Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. 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.
Department	Environmental Utilities and Engineering Division
Status	Ongoing obligation
Section	3.8.5
Title	Water System Sequencing
Obligation	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. Extensions into the Parcels will be completed with development of each Parcel. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.8.6
Title	Public Utility Easements
Obligation	Where the water facilities to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such water facilities, Developer shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with the City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.7
Title	Water Softeners
Obligation	As part of its development of the Project, Developer and its successors and assigns

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	shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.8.8
Title	Disclosures to Buyers
Obligation	Developer shall disclose to all residential and non-residential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities. As further disclosure, Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall conform to City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.9
Title	Coordination with Construction by PCWA
Obligation	PCWA has expressed interest in coordinating with City and Developer the future construction by PCWA or others of water conveyance facilities (including, but not limited to, a large diameter water line) within the Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Developer shall construct recycled water facilities as provided in this Section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses, with the exception of the community garden on parcel F-83 (described in Section 3.12.9 which will be served by potable water). Developer shall construct and dedicate upon completion thereof a recycled water line system. All recycled water system facilities including storage tanks, pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9.2
Title	Oversizing of Recycled Water Facilities - Reimbursement
Obligation	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.

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	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.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	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.
Department	Environmental Utilities and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.10
Title	Drainage Facilities
Obligation	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 and the Phasing Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	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.
Department	Engineering and Building Division and Environmental Utilities
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	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

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	reducing pollutants from entering receiving waters in accordance with the City's Stormwater Management Program and avoid other isolated wetlands in accordance with the 404 Permit and O&M plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	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.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11.1
Title	Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways, Developer agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director. City and Developer agree that Developer shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Final on-site electric utility improvements including streetlights, will be designed upon receipt of approval and adopted improvement plans for the applicable Specific Plan roadways. To the extent that Developer constructs or installs electric distribution facilities serving areas outside the Property, Developer shall have the right to receive reimbursement from third parties whose property is benefited by such construction or installation. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction and installation.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Streetlights
Obligation	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.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.3
Title	Electric Efficiency
Obligation	In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined by the State of California in Title 24 of the Code of California Regulations and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier

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	II specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. All two-story homes shall have a zoned HVAC system with two units and two thermostats or one unit and two thermostats that will control the upstairs and downstairs independently. These requirements may be utilized in the overall energy compliance calculations required for the issuance of a building permit.
Department	Electric Department and Building Division
Status	Ongoing obligation
Section	3.11.5
Title	60kV Disclosure
Obligation	Developer shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 60kV easement area that the City may utilize the public utility easements along the west side of Fiddymment Road and north side of Blue Oaks Boulevard to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.12
Title	Parks and Open Space Amendment #5 – Ord. #5337
Obligation	Developer shall dedicate to City certain active park lands (195.2 acres) and open space lands (341.3 acres), pay fees for construction of park improvements and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. The total amount of active park lands and open-space lands to be dedicated has increased. Therefore, Section 3.12 of the Development Agreement is hereby amended by deleting "active park lands (195.2 acres) and open-space lands (341.3 acres)" and replacing it with "active park lands (203 acres) and open-space lands (346.9 acres)."
Department	Parks Department
Status	Ongoing obligation
Section	3.12.1
Title	Parks and Open Space Dedications Amendment #5 – Ord. #5337
Obligation	Developer shall dedicate a total of 195.2 203.0 acres of park land, 6.4 6.7 acres of open space paseo and 335.2 341.3 acres of open space to the City. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below: 1. A 7.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel F-50; 2. A 8.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-51; 2. A 11.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-51; 3. A 5.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-52; 4. A 6.0-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel F-53;

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	5. A 91-acre, more or less, portion of the Property for the purpose of Fiddymment Park, a public park, as shown as Parcel F-54; 6. A 29.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-55; 7. A 45.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-56; 8. A 1.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90; 8. A .84-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-90; 9. A 0.9 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91; 9. A 2.28-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-91; 10. A 3.0 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92; 10. A 1.68-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92; 11. A 1.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93; 11. A 0.95-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-93; 12. A 132.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a future bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-80; 13. A 54.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, including a bike trail and fuel modification (i.e., firebreaks) community garden and parking lot, as shown as Parcel F- 83; 14. A 81.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-84; 15. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-85; 16. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-86;
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	17. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-87; 18. A 16.7 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-88; and 19. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail and fuel modification (i.e., firebreaks) shown as Parcel F-89. Upon request of City, Developer shall dedicate any parklands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.
Department	Parks Department and Engineering Division
Status	Ongoing obligation
Section	3.12.3
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Developer of the city-wide and neighborhood park fees established for the Specific Plan and in the West Roseville Specific Plan Parks, Bike Trails and Paseos Financing Plan. 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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.4
Title	Neighborhood Park Fee
Obligation	Upon the issuance of each residential building permit within the Project, Developer shall pay a neighborhood park fee to fund neighborhood park construction. Such neighborhood park fee shall be \$2,156 per single-family residential unit and \$1,528 per multi-family residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). The Neighborhood Park Fee, as calculated herein, is figured on 95% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the WRSP. The 5% reduction in units shall protect the City in the event that Developer under builds the number of units assigned to large lot parcels as a result of Density Transfers consistent with Section 2.3 of this Agreement. City may conduct an annual re-assessment of park fees and adjust fee upward if underutilization of entitled dwelling units exceeds the initial 5%. At the end of each development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all

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	residential and neighborhood park development, according to the park financing plan for the WRSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion for the last neighborhood park for the WRSP, refund to Developer any remainder fees.
Department	Parks Department and Building Division
Status	Parks – ongoing , Building - ongoing
Section	3.12.5
Title	City-Wide Park Fee
Obligation	Upon the issuance of each residential building permit within the Project, Developer shall pay a city-wide park fee to fund the construction of city-wide park facilities within the Property. Such city-wide park fee shall be \$1,776 per single-family residential unit within the Property and \$1,776 per multi- family residential unit , subject to annual adjustment, on July 1, based on the percentage change in the CCI. Park fees will fund construction of two city-wide parks on the Property (Parcels F-54, F-55 and F-56).
Department	Parks Department and Building Inspection
Status	Parks – ongoing, Building - ongoing
Section	3.12.5.1
Title	Citywide Park Frontage Improvements
Obligation	Frontage improvements for city-wide parks shall be included within the fee established by the City for city-wide parks. Developer shall construct city-wide park frontage improvements at the time adjacent roadways are constructed and shall be entitled to a credit against the city-wide park fee for the cost of such frontage improvements in the amount of \$46 per unit.
Department	Parks Department
Status	Mostly complete. Blue Oaks remains incomplete and West Park Drive frontage is partially complete.
Section	3.12.6
Title	Paseo Facilities Provided by Developer Amendment #5 – Ord. #5337
Obligation	Paseos shall consist of Class I bike trail, and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows: a. Paseo F-90 shall be constructed with residential Parcel F-8; b. Paseo F-91 shall be constructed with residential Parcel F-7; c. Paseo F-92 shall be constructed with residential Parcel F-11; and d. Paseo F-93 shall be constructed with residential Parcel F-12. Paseos shall consist of Class I bike trail (s), and landscaping improvements consistent with the design concepts contained in the WRSP Specific Plan and Design Guidelines. Developer shall construct paseos at the time of construction of adjacent small lot subdivisions as follows: a. Paseo F-90A shall be constructed with residential Parcel F-80; b. Paseo F-90B shall be constructed with residential Parcel F-8C; c. Paseo F-90(shall be constructed with residential Parcel F-7; d. Paseo F-91A shall be constructed with residential Parcel F-7; e. Paseo F-91 B shall be constructed with community commercial Parcel F-6D;

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	f. Paseo F-91C shall be constructed with residential Parcel F6A; g. Paseo F-92A shall be constructed with residential Parcel F-9C; h. Paseo F-928 shall be constructed with residential Parcel F-9C; and i. Paseo F-93 shall be constructed with residential Parcel F-11A.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Developer shall pay a bike trail fee to fund bike trail construction within the Property. Such bike trail fee shall be \$529 per single-family residential unit and \$375 per multi-family residential unit, subject to annual adjustment on July 1, based on the percentage change in the CCI. At the request of the City and provided that sufficient funds are available, Developer shall construct, consistent with City standards, segments of bike trails that are adjacent to the construction of subdivision improvements by Developer. In such instances, Developer shall be entitled to reimbursement by City from the bike trail fee for the actual cost of constructing the adjacent bike trail improvements, but not to exceed the costs specified in the Parks Financing Plan, as and when such funds become available.
Department	Parks and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7.1
Title	Construction and Timing of Bikeway Improvements
Obligation	Bikeways shall be constructed to the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements and bikeway under crossings at bridges shall be constructed with bridge improvements. Bikeways within park sites shall be constructed with development of the park sites. All other bike trails shall be the responsibility of the City, unless City requests that Developer construct said bike trail improvements or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.7.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.7.2
Title	Off-Site Bikeway Connections
Obligation	Developer shall construct off-site Class I bikeways along Pleasant Grove Creek from the eastern edge of the Property to the existing bikeway in Veteran's Park, east of the Property and west of Parcel F-85 south to the city-wide park (F-55), as shown in the Phasing Plan. Such bikeway improvements shall be part of a trail fee. Developer shall therefore be entitled to a credit against the trail fee for the cost of construction of the off-site bikeway connections.
Department	Alternative Transportation
Status	One segment complete; one segment awaiting construction – Ongoing obligation
Section	3.12.7.3
Title	Bike Trail Grading in Open Space PCL F-80 Amendment #5 – Ord. #5337
Obligation	At such time as grading activities occur on properties adjacent to Open Space Parcel F-80, the grading will extend into Parcel F-80 to include the rough grading of the future bike trail. The final design concept for the bike trail will be reviewed by City in connection with the City's review of small lot tentative maps for subdivisions

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	adjacent Open Space Parcel F-80. Accommodations for positive drainage including v-ditches and the placement of culverts shall be included at the Developer's cost and expense. All necessary drainage pipe extensions and outfalls shall be extended beyond the future bike trail and connect to an accepted creek or drainage way. The final trail improvements will be constructed if and when the City is able to secure sufficient funding for the construction of the bike trail either through the WRSP Bike Trail Fee or through other sources. If funding is available, the City reserves the right to condition future project entitlements to complete the construction of the bike trail with reimbursement to the constructing party.
Department	Alternative Transportation and Engineering
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Entire Park Land Obligation
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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9
Title	Pocket Parks Amendment #1 – Ord. #4324 Amendment #5 – Ord. #5337
Obligation	Developer shall develop at least five, but no more than nine neighborhood pocket parks within single-family residential subdivisions. Pocket Parks shall be located on Parcels F-94, F-95, F-96, F-97, F-98, F-99, F-100 and F-101. Pocket Parks shall be constructed as part of subdivision construction. Any designated Pocket Park site that is not developed as a Pocket Park shall retain a land use designation for low-density residential uses. Any additional Pocket Park site that is not presently identified for Pocket Park use shall be subject to obtaining all necessary land use approvals. 3.12.9.1 Developer shall construct each Pocket Park to City's Parks Construction standards. 3.12.9.2 The Pocket Park sites shall be subject to City's standard requirement for "Primary Residential Roads" to front all park sites and roads shall be designed and constructed so as to accommodate full turning movements of all emergency vehicles. Additionally, curbs may be required to be painted red for prohibition of parking adjacent to the curbs. 3.12.9.3 Developer shall offer the Pocket Parks for dedication to the City with each final map containing a Pocket Park. 3.12.9.4 Each Pocket Park shall be improved concurrently with the subdivision improvements surrounding the Pocket Park. Upon notice from Developer at completion of the improvements, the City shall inspect the improvements to the park and provide Developer with a punch list of items requiring repair or correction. When Developer has satisfactorily completed City's punch list, City will acknowledge completion of the Pocket Park improvements ("Acknowledgment of Improvements") to Developer as an indication that the Pocket Park has been completed consistent with the design and according to City standards. 3.12.9.5 Continuously throughout the marketing period for the residential lots shown on the same final subdivision map as the Pocket Park, Developer shall maintain each

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	Pocket Park at Developer's sole cost. Amendment #1 – Ord. #4324 "Furthermore, and also continuously throughout the marketing period for the residential lots serviced by Pocket Parks, Developer shall reasonably inform prospective buyers of residential lots that the Pocket Parks are provided in excess of the City's parkland dedication requirements and may therefore cease to exist should the mechanism funding their maintenance cease to exist." 3.12.9.5 Subject to Developer's reimbursement obligation set forth below, City shall maintain each Pocket Park from and after completion and acceptance thereof by the City. Provided, however, if a Pocket Park is completed and accepted during a fiscal year of the Maintenance CFD (also known as "CFD No. 2") in which there are insufficient funds in the Maintenance CFD to pay for the maintenance of the newly constructed Pocket Park, then Developer shall pay the City's actual cost to maintain the newly constructed Pocket Park from the date of City's acceptance through the remainder of the fiscal year in which the Pocket Park was accepted, to the extent that there are insufficient funds within Maintenance CFD to pay such costs during that period of time. Furthermore, continuously throughout the period during which Developer is actively marketing residential units for sale within the same subdivision as a Pocket Park, Developer shall reasonably inform prospective buyers of residential units that the Pocket Parks are provided in excess of the City's park land dedication requirements and these pocket parks may therefore cease to exist should the mechanism funding their maintenance cease to exist.
Department	Parks Department and Engineering Division
Status	Pocket parks 95, 96, 98, 99, and 100 have been constructed. #97 and 101 are underway. Ongoing obligation
Section	3.12.9.6
Title	Pocket Parks: Prior to the first close of escrow for a residential lot on the final subdivision map Amendment #1 – Ord. #4324
Obligation	Developer shall do all of the following: (a) Developer shall record a declaration of Covenants, Conditions and Restrictions ("Declaration") against all residential lots on the final subdivision map, creating a dormant homeowners association which will comply with all the requirements of a homeowners association as set forth in this Section 3.12.8. (a) Developer shall record a declaration of Covenants, Conditions, and Restrictions ("Declaration") against all residential lots on the final subdivision map, advising all prospective owners of residential lots in any subdivision served by a Pocket Park that such Pocket Parks may or may not remain in existence, subject to the availability of funding for their maintenance, and that any Pocket Park whose maintenance is not adequately funded shall be subject to any use deemed appropriate by the City, including residential development consistent with underlying zoning in place at the time of the Pocket Park's creation. (b) Pursuant to Section 3.20 of this Agreement, Developer consents to and agrees to cooperate in establishing a community facilities district for maintenance ("Maintenance CFD") to cover the costs of maintaining certain facilities. Developer shall provide that the purpose and operation of the Maintenance CFD shall include maintenance of the Pocket Parks during public ownership of the Pocket Parks. The division into zones of benefit of the property subject to the Maintenance CFD under Section 3.20.1.2 shall include creation of zone of benefit relating to the Pocket Parks.

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	(c) For subsequent subdivision maps, Developer shall record a Declaration of Annexation which makes the lots in each subsequent subdivision map subject to the Declaration.
Department	Parks Department and Engineering Division
Status	Ongoing obligation
Section	3.12.9.7
Title	Pocket Parks Amendment #1 – Ord. #4324
Obligation	Not less than sixty (60) days prior to the close of escrow for the retail sale of the last unit of a final map area including a Pocket Park, Developer shall give written notice of the expected close of escrow to City's Director of Parks, Recreation and Libraries. Not less than thirty (30) days prior to the close of escrow for such unit, the Developer and City shall jointly inspect the Pocket Park improvements ("Final Pocket Park Inspection") to review the condition of the Pocket Park improvements. City shall prepare a punch list containing items that will require repair or maintenance prior to City's acceptance of title to the Pocket Park from Developer. The Final Pocket Park Inspection punch list shall contain items directly related to maintenance and repair and shall not contain items that represent changes in City standards subsequent to the date of the Acknowledgment of Improvements. Punch list items shall not include replacement of items solely due to normal wear and tear. 3.12.9.8 Upon completion of each Final Pocket Park Inspection and satisfactory completion of the punch list items, Developer shall offer and City shall have the right to accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD, its inclusion of maintenance of the Pocket Parks, City's determination that the Maintenance CFD is adequately funded to pay for City's maintenance of each Pocket Park to City standards, and City's determination that acceptance of title is then in the City's best interest. Upon Developer's receipt of City's Acknowledgment of Improvements, Developer shall offer and City shall accept title to the Pocket Park. City's acceptance of title shall be conditioned upon the existence of the Maintenance CFD and the inclusion of Pocket Park maintenance in the Maintenance CFD. 3.12.9.9 In the event that the members of the Maintenance CFD vote to terminate the Maintenance CFD, or to terminate or reduce funding for Pocket Park maintenance below the level required for maintenance according to City standards, and the City elects not to retain ownership of the Pocket Parks and the maintenance obligations thereof, the following events shall occur: (a) The dormant homeowners association shall be immediately activated and any required filings be made for the association. (b) The City shall transfer title to all Pocket Parks under its ownership to the homeowners association, and the homeowners association shall accept title. c) From and after City's transfer of title to the homeowners association, City shall have no other or further obligation with respect to the Pocket Parks. Amendment #1 3.12.9.9 In the event that the members of the Maintenance CFD vote to terminate the Maintenance CFD, or to terminate or reduce the funding for Pocket Parks below the level required for maintenance according to City standards, any of the following may occur, at the City's sole option and discretion:

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	(a) The City may, for a period of time determined in City's sole discretion, assume responsibility for the maintenance of the Pocket Parks independent of the Maintenance CFD, and may thereafter at any time choose to act under subsection (b) of this Section 3.12.9.9; OR "(b) The City may elect to use the land on which the Pocket Parks are located for any purpose consistent with the land's underlying zoning, which may include, but not be limited to selling the land for residential development."
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11
Title	Open Space Preserve Areas
Obligation	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 and consist of the following eight parcels: 1. A 130.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of wetland habitat and open space, including a bike trail shown as Parcel F-80; 2. A 55.9 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat, open space, community garden, bike trail and parking lot, as shown as Parcel F-83; 3. A 80.8 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel F-84; 4. A 26.4 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-85; 5. A 12.2 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-86; 6. A 10.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-87; 7. A 16.6 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, including a bike trail shown as Parcel F-88; and 8. A 0.8 acre, more or less, portion of the Property for the purpose of preservation of wetland habitat and open space, including a bike trail shown as Parcel F-89.
Department	Parks Department
Status	Parcels F- 83, 86, 87, 88 and 89 have been deeded to the City. Ongoing obligation
Section	3.12.11.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Developer of all conditions of the 404 Permit, completion and acceptance by the City and involved regulatory agencies of any corresponding

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	Operations and Management Plan ("O&M Plan") related thereto and the expiration of any required monitoring/reporting period that may be required to demonstrate compliance with any on site habitat creation which is part of compensatory mitigation under the 404 permit associated therewith, and subject to the formation of the Maintenance CFD as described in Section 3.20, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11.2
Title	Open Space Frontage Improvements
Obligation	Within parcels designated Open Space (F-83 and F-89) Developer shall construct Frontage improvements including sidewalk but excluding landscaping. Within parcels designated Open Space (F-80, F-84, F-85, F-86, F-87, and F-88), Developer shall Frontage Improvements including sidewalk and landscaping as outlined in the Design Guidelines.
Department	Parks Department
Status	Ongoing obligation
Section	3.15.1
Title	Fire Tax
Obligation	Developer or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit as set forth at Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended by City or otherwise discontinued Developer or its successors shall continue, through Project buildout, to pay a fee at issuance of building permit equal in amount to the discontinued Fire Service Construction Tax. Developer hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Building Division and Fire Department
Status	Ongoing obligation
Section	3.15.2
Title	Placer County Capitol Facilities Fee
Obligation	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.
Department	Building Division
Status	Ongoing obligation
Section	3.15.3
Title	Public Benefit Fee
Obligation	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
Department	Building Division
Status	Ongoing obligation
Section	3.15.4
Title	General Fund Contribution
Obligation	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

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	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.
Department	Building Division
Status	Ongoing obligation
Section	3.15.5
Title	Liens. Encumbrances. Covenants. Conditions and Restrictions.
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense. In addition, the minimum required usable area of the electric substation site (Parcel F 65) shall be dedicated in fee, free and clear of all wetlands, riparian corridor and required setbacks.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.15.6
Title	Signage for Future Public Facilities
Obligation	Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: recycled water tank site, fire station site (F-73), electric substation site (F-65), well sites (F-66 and F-67), park sites (F-50, F-51, F-52, F-53, F-54, F-55, F-56) and school sites (F-70, F-71, F-72), per City specifications and applicable sign permits.
Department	Planning Division, Environmental Utilities, Parks Department, Fire Department, Electric Department
Status	Ongoing obligation – electric facilities - complete
Section	3.15.7
Title	Library Facilities
Obligation	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.
Department	Library Department
Status	Ongoing obligation
Section	3.15.9
Title	Refuse and Green Waste Bins
Obligation	Developer agrees to pay City \$170 (subject to any City-wide increase for this charge) per single-family residential unit for one (1) 90 gallon automated refuse container and one (1) automated green waste container disposal bin at issuance of building permit.
Department	Environmental Utilities and Building Division
Status	Ongoing obligation
Section	3.5.10
Title	Construction Waste
Obligation	Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction waste materials or that all construction waste be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable materials will be removed. Developer shall require that contractors and submit records of waste diversion and disposal to the City's

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	Environmental Utilities Department in order to verify compliance with this requirement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.15.11
Title	Air Quality Program Amendment #5 – Ord. #5337
Obligation	In lieu of each individual project implementing its own off-site mitigation program, the WRSP shall contribute the total sum of \$758,700 to implement an off-site mitigation program to mitigate air quality impacts by offsetting long-term operational ozone precursor emissions. The City shall enter into an agreement with Placer County Air Pollution Control District (PCAPCD) to coordinate the program, and to collect and disburse the funds contributed pursuant to this section. Funds shall be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA certified wood stoves, transit vehicle conversions, and retrofitting vehicles with cleaner burning alternative fuels. Contribution of funds pursuant to this section shall be by payment of a fee upon the issuance of each building permit in amounts to be established by City prior to issuance of the first building permit in the WRSP, averaging \$90.84 per dwelling-unit equivalent. Developer shall pay the Placer County Air Pollution Control District ("PCAPCD") Air Quality Mitigation Fee to 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 and clean or burning alternative fuels. The PCAPCD Air Quality Mitigation Fee shall be paid upon issuance of each residential building permit issued within the Fifth Amendment Property, in the amount of \$260.58 per DUE. The City shall remit all payments to PCAPCD on or before January 30 of each calendar year.
Department	Building Division
Status	Ongoing obligation
Section	3.15.12
Title	Traffic Signal Coordination Fee
Obligation	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).
Department	Public Works Department and Building Division
Status	Ongoing obligation
Section	3.15.13
Title	Transit Shuttle Service Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI)."
Department	Alternative Transportation
Status	Ongoing obligation

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Section	3.15.14
Title	South Placer Animal Control Shelter Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of fifty dollars (\$50) per dwelling unit.
Department	Building Division
Status	Ongoing obligation
Section	3.15.15
Title	Downtown Benefit Fee Amendment #5 – Ord. #5337 Amendment #7 – Ord. #5863
Obligation	Developer acknowledges and agrees to pay to City at the time building permits are issued within the planning areas described below, the Downtown Benefit Fee, for the additional 1,189 LDR and MDR units and the 472 HDR units being added to the Fifth Amendment Property in connection with this Fifth Amendment. The Downtown Benefit Fee is \$5,000 per unit. The Downtown Benefit Fee will be collected within the following planning areas of the Fifth Amendment Property: F-6A, F-6B, F-6C, F-8A, F-8B, F-10A, F-10B, F-10C, F-11B, and F-13B (95 units). Planning area F-13B is currently approved for 159 units. Concurrently with the City's approval of a tentative subdivision map for planning area F-13B, Developer and City shall identify which 95 units within F-13B will be subject to the Downtown Benefit Fee. Developer acknowledges and agrees to pay to City at the time building permits are issued within the planning areas described below, the Downtown Benefit Fee, for the additional 1,189 LDR and MDR units and the 472 HDR units being added to the Fifth Amendment Property in connection with this Fifth Amendment. The Downtown Benefit Fee is \$5,000 per unit. The Downtown Benefit Fee will be collected within the following planning areas of the Seventh Amendment Property consistent with Large Lot Tentative Map PL16-0364, and as shown on attached Exhibit "B": F-6A1, F-6A2, F-6B, F-6C1, F-6C2, F-8A, F-8B, F-10A1, F-10A2, F-10B1, F-10B2, F-10C1, F-10C2, F-11B, F-13A-1, F-13A-2, and F-13B-3 (14 units). Planning area F-13B-3 is currently approved for 45 units. Concurrently with the City's approval of a small lot final subdivision map for planning area F-13B-3, lot numbers 1 through 14 within F-13B-3 will be subject to the Downtown Benefit Fee.
Department	Building Division
Status	Ongoing obligation
Section	3.16
Title	EIR Mitigation Measures Amendment #5 – Ord. #5337
Obligation	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. 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 (as amended by the Subsequent EIR conducted connection with the Fifth Amendment to this Agreement) to such development which are adopted by City and are identified in the mitigation

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

	monitoring plan or the Plan EIR (as amended by the subsequent EIR) as being a responsibility of Developer.
Department	Planning Division
Status	Ongoing obligation
Section	3.18
Title	Community Facilities District – Project Infrastructure
Obligation	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"). Formation of the Project CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. 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. Developer and City have agreed to form an overlay community facilities district with respect to the Property. Therefore, the following is hereby added to the end of Section 3.18.1 of the Development Agreement: Developer and City shall form an overlay community facilities district for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property (the "Overlay CFD"). Overlay CFD funds may be used to retire Project CFD debt on the Property and to construct and/or acquire the improvements and facilities listed in Exhibit F. Formation of the Overlay CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The total special taxes under this Section 3.18 for individual units, according to land use type, within the Overlay CFD shall be less than or equal to, but not more than, the total special taxes for equivalent individual unit types under this Section 3.18 prior to the increase in housing density allowed by this Fifth Amendment and related General and/or Specific Plan amendments and the formation of the Overlay CFD. Those portions of the Property within the boundaries of and subject to the overlay CFD are shown in Exhibit RR. Developer shall be allocated a share of the 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. 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 CFDO, 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.
Department	Finance Department
Status	CFD formed - Ongoing levy obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds.
Department	Finance Department
Status	Ongoing obligation
Section	3.19
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other /and 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.
Department	Environmental Utilities and Public Works Department
Status	Ongoing obligation
Section	3.20
Title	Community Facilities District – Maintenance
Obligation	3.20.1. 1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Maintenance CFD has been formed to include the Property ("Maintenance CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consents hereby to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Maintenance CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Maintenance CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing mechanism. 3.20.1.2 Zones of Benefit. The Maintenance CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary.
Department	Finance Department
Status	Maintenance District formed – Ongoing CFD levy obligation
Section	3.20.2
Title	Obligations
Obligation	The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations.

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	3.20.2.1 Autumn leaf cleanup for collector and local streets; 3.20.2.2 Maintain park improvements for the neighborhood park sites; 3.20.2.3 Maintain paseos, medians, and landscape corridors along roadways within the Project, and including the median on Fiddymment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymment Road to the eastern boundary of the Project; 3.20.2.4 Maintain Pocket Parks; 3.20.2.5 Maintain bikeways located within Open Space Preserves outside of parks and paseos; 3.20.2.6 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.20.2.7 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan for the Project; 3.20.2.8 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plan. City may, at its election, create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas with funding provided by the Maintenance CFD; 3.20.2.9 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters; 3.20.2.10 Maintain flood control facilities including detention basins; 3.20.2.11 Maintain open space areas including general maintenance, signage maintenance and trash and debris collection; 3.20.2.12 Maintain creeks for flood flows and provide debris collection; 3.20.2.13 Maintain fire breaks within open space areas; 3.20.2.14 Maintain the community garden and associated facilities including parking lot; 3.20.2.15 Maintain bus shelters, bus stops and bus signs; and 3.20.2.16 Maintain a Replacement Reserve Fund for repair and replacement of entry features, sound walls, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas maintained by the Maintenance CFD, as indicated in the Design Guidelines.
Department	Finance Department
Status	District formed-ongoing maintenance obligation funded by District's levy
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	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

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

	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.
Department	Finance Department
Status	Ongoing City obligation
Section	3.21
Title	Community Facilities District – Services
Obligation	3.21.1 Formation. 3.21. 1.1 Consent. Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Services CFD has been formed to include the Property ("Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.21.2. For purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the assessment shall be \$285 per dwelling unit equivalent. 3.21.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.
Department	Finance Department
Status	District formed – ongoing obligation
Section	3.21.2
Title	Obligations
Obligation	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.
Department	Finance Department
Status	Ongoing obligation
Section	3.21.3
Title	Public Parcel Exclusion
Obligation	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.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Community Facilities District – Stormwater Management
Obligation	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

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	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.
Department	Finance Department
Status	Budgeted in the Maintenance (Services) CFD -Ongoing obligation
Section	3.22.3
Title	Public Parcel Exclusion
Obligation	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.
Department	Finance Department
Status	Ongoing obligation
Section	3.23
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	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.
Department	Finance Department
Status	Ongoing obligation
Section	3.24
Title	Disclosure to Subsequent Purchasers Amendment #1 – Ord. #4324
Obligation	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 and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and, in emergency and drought conditions, by groundwater supplies.

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead electric lines along the west side of Fiddymment Road and on the north side of Blue Oaks Boulevard. 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of the Pleasant Grove WWTP and associated facilities. 11. Location of the proposed Roseville Energy Park. 12. Location of Regional Soccer Complex. 13. Location of schools and parks within one mile. 14. Location of proposed off-leash dog park on Parcel F-54. 15. Parcels adjacent to Open Space may have a public bike trail adjacent to residential lots. 16. Potential for proposed Placer Parkway within WRSP boundaries. 17. Proposed location of a retention basin on the Reason Farms property. 18. Location of well sites and water storage facilities. 19. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 20. Location of Pleasant Grove WWTP outfall. 21. Location of recycled water tank site and pumping station facilities. 22. Location of solid waste recycling center. 23. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned not by the City, but by the adjacent property owner, who is responsible for their maintenance, repair and replacement. 23. Masonry walls or enhanced wood fencing including walls adjacent to landscape corridors, parks, open space and other public facilities, are installed in the right of way, on public property. The face of the wall/fence on the private property side shall be maintained by the private property owner. The wall and the face of the wall on the public property shall be maintained by the City with CFD maintenance funds. 24. Livestock grazing may occur within the open space preserve areas.
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West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

	25. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet. If 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.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.26
Title	Fee Adjustments Resulting from Under-Building Amendment #1 – Ord. #4324
Obligation	City's collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the Bike Trail Fee (Section 3.12.7), Public Benefit Fee (Section 3.15.3), General Fund Contribution (Section 3.15.4), Air Quality Fee (Section 3.15.11), Traffic Signal Coordination Fee (Section 3.15.12), Transit Shuttle Service Fee (Section 3.15.13) and South Placer Animal Control Shelter Fee (Section 3.15.14), hereinafter "Building Permit Fees." To protect the City in the event that Developer under-builds the number of units assigned to large lot parcels as a result of Density Transfers (consistent with Section 2.3 of this Agreement), City and Developer shall, prior to Developer recording the first final map in Phase 3 and the last final map in Phase 3, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the number of units in the WRSP, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units.
Department	Building and Engineering Division and Alternative Transportation
Status	Ongoing obligation
Section	3.27
Title	Air Quality Mitigation Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.
Department	Building Division
Status	Ongoing obligation
Section	3.28
Title	Sierra College Boulevard (Town of Loomis) Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each calendar year until the City issues the final building permit for the Project.
Department	Building Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Obligation	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.
Department	Development Services
Status	Ongoing obligation

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Owner Name: 1600 Placer Investors, L.P.
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

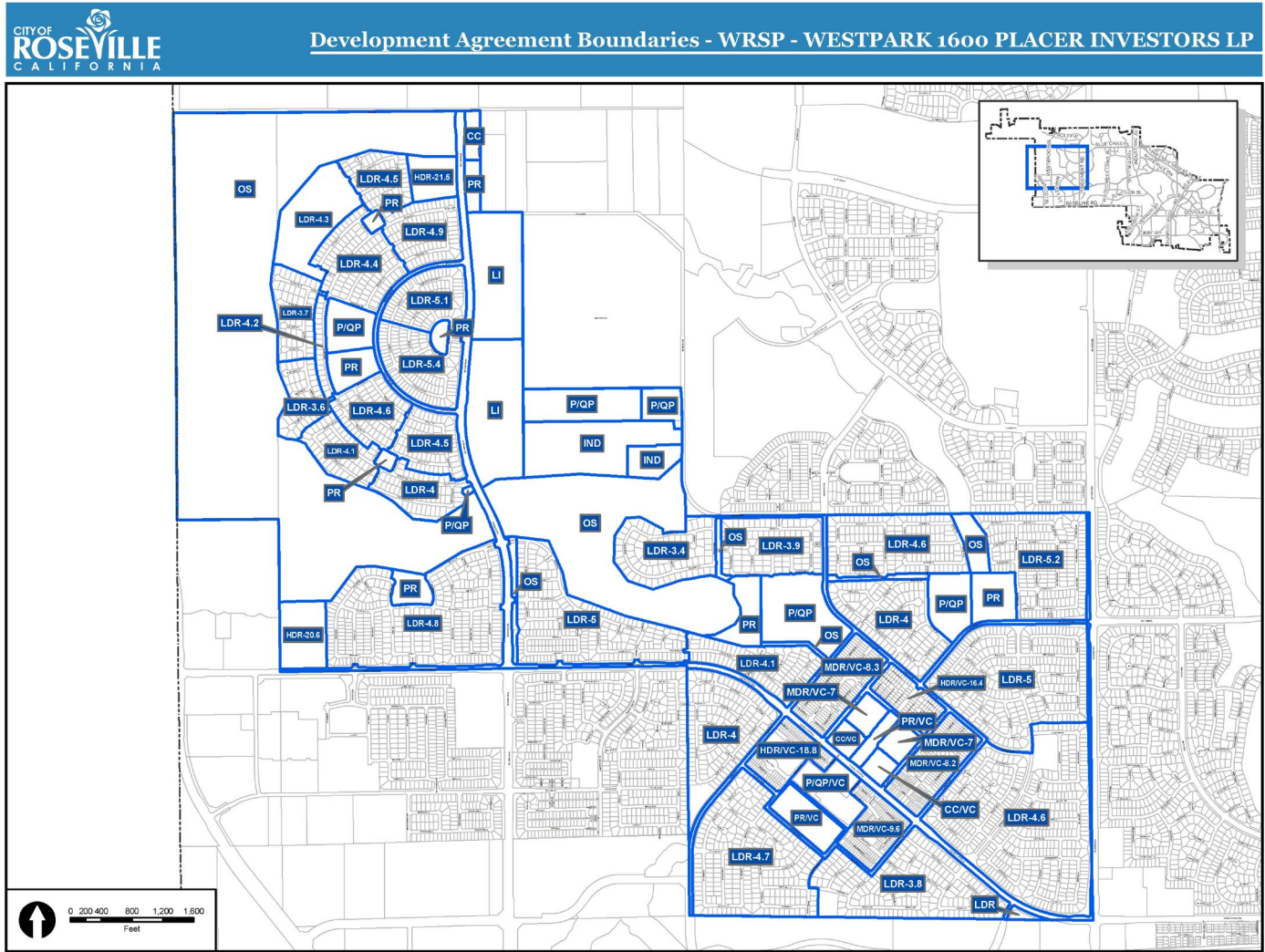
Westpark Associates
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville and 1600 Placer Investors, L.P. to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
1600 Placer Investors, L.P.	March 24, 2004	20 years	4049
Amendments:			
	#1 – April 14, 2006		4364
	#2 – April 17, 2009		4723
	#3 – Feb. 4, 2011		4910
	#4 – Aug. 16, 2013		5210
	#5 – Sept. 6, 2013		5217
	#6 – Jan. 16, 2015		5441
	#7 – Jun. 3, 2017		5680
	#8 – Nov. 19, 2017		5871

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2019																					
Section	1.3.1 and 1.6																				
Title	Expiration and Annexation																				
Obligation	Entitlements granted herein to developer applicable to this property shall be applicable to annexed property for a twenty (20) year period (pursuant to annexation). Entitlements shall be contingent upon annexation of property into the City of Roseville.																				
Department	Planning and Development Services																				
Status	Annexation application approved by LAFCO on July 14, 2004. Obligation Complete.																				
Section	2.6.1																				
Title	Affordable Purchase Residential Units Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 – Section Deleted																				
Obligation	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: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>PCL W-16</td><td>150</td><td>42</td></tr><tr><td>PCL W-19</td><td>155</td><td>43</td></tr><tr><td>Total</td><td></td><td>85</td></tr></table> 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 within Parcel W-19 in Phase 4. Such units shall be distributed throughout the parcel. Developer agrees that 59 units will be reserved on the Property as detached and/ or attached single- family residential units affordable to middle-income purchasers as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>PCL W-19</td><td>252</td><td>59</td></tr></table> Such units shall be distributed throughout the parcel.			Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL W-16	150	42	PCL W-19	155	43	Total		85	Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL W-19	252	59
Parcel	Total Units in Parcel	Middle Income Purchase Units																			
PCL W-16	150	42																			
PCL W-19	155	43																			
Total		85																			
Parcel	Total Units in Parcel	Middle Income Purchase Units																			
PCL W-19	252	59																			
Department	Housing Department																				
Status	Section deleted																				
Section	2.6.1.1																				
Title	Required Agreement																				
Obligation	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.																				
Department	Housing Department and Engineering Division																				
Status	Obligation complete																				
Section	2.6.1.2																				

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Title	Content
Obligation	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.
Department	Housing Department
Status	Obligation complete
Section	2.6.1.6
Title	Facilities Districts
Obligation	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.
Department	Housing Department and Finance Department
Status	Finance comments – CFD #1 infrastructure (bond) district has been formed and infrastructure improvement proceeding – Series 2006 issue of second series sold 09/2006. Both bond series refunded into Series 2015. Bond sale complete. - Obligation Complete.
Section	2.7.1
Title	404 Permit
Obligation	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.
Department	Engineering Division / Environmental Coordinator

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Status	Obligation Complete
Section	2.7.3
Title	Facilities Included in 404 Permit
Obligation	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.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.4
Title	Operation and Management Plans
Obligation	Developer and Fiddymment 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 Fiddymment 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.
Department	Development and Operations Department/ Environmental Coordinator
Status	Obligation Complete
Section	3.5.2.1
Title	Pleasant Grove Boulevard through Village Center
Obligation	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.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.3
Title	Collector Streets
Obligation	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.

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Department	Engineering Division
Status	Obligation Complete
Section	3.5.3.2
Title	Village Green Drive – Village Center
Obligation	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.
Department	Engineering Division and Public Works Department
Status	Obligation Complete
Section	3.5.6.2
Title	Installation of Roundabout Landscaping
Obligation	Developer shall construct and install landscaping within round-a-bouts 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.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.6.3
Title	Sidewalk and Diagonal Parking in Village Center Amendment #8 – Ord. #5871 - deleted
Obligation	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.
Department	Engineering Division
Status	Obligation deleted
Section	3.5.7.1
Title	Traffic Signal Interconnect Project Amendment #1 – Ord. #4364
Obligation	In connection with the West Roseville traffic signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005 , and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from Fiddymment Land Venture, LLC and/or Signature Properties, pursuant to an amendment to that certain development agreement, between the City of Roseville and Fiddymment Land Venture, LLC, recorded in the Official Records of Placer County as Instrument No. 2004-0080708. Developer shall have no further obligations to fund or construct any other portions of the City's traffic signal interconnect project.
Department	Public Works Department
Status	Interconnect Improvements Complete. Funding obligation met. Obligation Complete.
Section	3.5.11
Title	Bridge
Obligation	Developer shall construct the off-site bridge as the Phasing Plan. 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.
Department	Public Works Department
Status	Obligation Complete
Section	3.5.16
Title	Transit Master Plan Funding
Obligation	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

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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.
Department	Alternative Transportation and Engineering Division
Status	Required fees for the Long and Short Range Transit Master Plan and the Bikeway Master Plan were paid October 2004. Obligation Complete.
Section	3.5.19
Title	Pleasant Grove At-Grade Crossing in Village Center
Obligation	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.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.22
Title	Fiddymment Road Widening
Obligation	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.
Department	Public Works Department
Status	Obligation Complete
Section	3.6.7
Title	Dedication of Treatment Plan Expansion Site
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.7.1
Title	Contract with San Juan Water District
Obligation	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 Fiddymment 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.

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Department	Environmental Utilities Department
Status	Obligation complete
Section	3.8.9
Title	Water Tank Site
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	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.
Department	Environmental Utilities Department
Status	Easement granted for sanitary sewer pipeline 03/15/2005 Obligation Complete.
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	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.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	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.
Department	Engineering Division
Status	Obligation Complete
Section	3.10.5
Title	Detention Basins
Obligation	Developer shall construct and dedicate to City the detention basins within the Property, located as shown in the Specific Plan. 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.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.2
Title	60kV Facilities
Obligation	Certain off-site easements are necessary to permit construction and installation of the

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	60kV facilities required for the WRSP in the location recommended by the Electric Utility Director. 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. 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.
Department	Electric Department
Status	Obligation Complete
Section	3.11.6
Title	Coordination with Construction by City
Obligation	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.
Department	Electric Department
Status	Obligation Complete
Section	3.12.4.1
Title	Citywide Park Frontage Improvements
Obligation	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.
Department	Parks Department
Status	Obligation Complete
Section	3.12.9.2
Title	Open Space Frontage Improvements
Obligation	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.
Department	Parks Department
Status	Obligation Complete
Section	3.13
Title	School Fee Agreements
Obligation	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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	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.
Department	Building Division
Status	Agreement entered into – Obligation Complete.
Section	3.14
Title	Fire Station Site
Obligation	Developer/landowner shall dedicate a 3.1-acre site (Parcel F-73) for the use of a fire station site. Developer shall rough grade and construct public services to the site to accommodate fire station construction.
Department	Engineering Division and Economic Development Department
Status	WRSP Parcel F-73 (APN: 017-100-059 & 068 portion of) was dedicated to the City on July 12, 2006 (Doc# 2006-0074401). Parcel rough graded prior to dedication. Obligation Complete.
Section	3.14.2
Title	Placer County Capitol Facilities Fee
Obligation	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.
Department	Building Division
Status	Obligation Complete
Section	3.14.9
Title	Orthophotography of Site
Obligation	Developer agrees to participate with Fiddymont 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.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.14.18
Title	Community Benefit Fee #2 Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 - Deleted
Obligation	Any residential units approved beyond the original unit cap of 4,260 shall be subject to a Community Benefit Fee #2 of \$3,500 per unit. This fee shall be applied to the additional units within the Westpark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following: The Community Benefit Fee #2 shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request.
Department	Engineering Division
Status	Section deleted

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Section	3.17
Title	Waiver
Obligation	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.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.25
Title	Sun City Homeowners Association Certifications
Obligation	Prior to issuance of the first building permit in the WRSP, Developer and Fiddymment 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.
Department	Engineering Division
Status	Obligation complete

Development Agreement Obligations Not Complete as of December 2019

Section	2.1
Title	Permitted Uses
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	Low Density Residential (age restricted): 710 units on 146.9 net acres

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	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 (RoW): 52.2 net acres <u>Village Center</u> High Density Residential: 405 units on 22.4 net acres Medium Density Residential: 380 units on 46.1 net acres Community Commercial: 40 units on 14.4 net acres Park: 13.6 net acres Church: 10.9 net acres Other Public (RoW): 13.3 net acres Low Density Residential: 2,437 units on 547.9 net acres Low Density Residential (age restricted): 704 units on 146.9 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 460 units on 24.2 net acres Community Commercial: 4.4 net acres General Industrial: 35.1 net acres Light Industrial: 75.1 net acres Business Professional: 9.9 net acres Park: 42.8 net acres Open Space: 351.0 net acres Open Space (paseo): 8.8 net acres Schools: 38.8 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.1 net acres Well Sites: 0.5 net acres Other Public (RoW): 51.6 net acres <u>Village Center</u> High Density Residential: 397 units on 22.4 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 14.5 net acres Park: 13.8 net acres Church: 10.8 net acres Other Public (RoW): 13.1 net acres Low Density Residential: 2,554 units on 551.6 net acres Low Density Residential (age restricted): 704 units on 146.9 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 502 units on 25.2 net acres Community Commercial: 4.4 net acres
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	General Industrial: 35.1 net acres Light Industrial: 75.1 net acres Business Professional: 0 net acres Park: 55.4 net acres Open Space: 351.0 net acres Open Space (paseo): 8.0 net acres Schools: 38.8 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.1 net acres Well Sites: 0.5 net acres Other Public (RoW): 56.8 net acres Village Center High Density Residential: 397 units on 22.4 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 14.5 net acres Park: 13.8 net acres Church: 10.8 net acres Other Public (RoW): 13.1 net acres Low Density Residential: 2,662 units on 596.5 net acres Low Density Residential (age-restricted): 704 units on 146.8 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 420 units on 20.1 net acres Community Commercial: 3.0 net acres General Industrial: 32.9 net acres Light Industrial: 55.2 net acres Park: 35.1 net acres Open Space: 350.8 net acres Open Space (paseo): 7.7 net acres Schools: 38.7 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.4 net acres Well Sites: 0.6 net acres Other Public (RoW): 138.5 net acres Village Center High Density Residential: 397 units on 21.8 net acres Medium Density Residential: 387 units on 46.1 net acres Community Commercial: 40 units on 13.8 net acres Park: 12.8 net acres Church: 10.8 net acres <u>8th Amendment:</u> Low Density Residential: 2,662 units on 596.5 net acres Low Density Residential (age-restricted): 704 units on 146.8 net acres Medium Density Residential: 0 units on 0 net acres High Density Residential: 420 units on 20.1 net acres Community Commercial: 3.0 net acres General Industrial: 32.9 net acres Light Industrial: 55.2 net acres Park: 35.1 net acres
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	Open Space: 350.8 net acres Open Space (paseo): 7.7 net acres Schools: 38.7 net acres Treatment Plant Expansion: 15.0 net acres Water Tank Site: 5.4 net acres Well Sites: 0.6 net acres Other Public (RoW): 138.5 net acres Village Center High Density Residential: 386 units on 21.8 net acres Medium Density Residential: 454 units on 53.7 net acres Community Commercial: 6.4 net acres Park: 12.7 net acres Church: 10.8 net acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #7 – Ord. #5680
Obligation	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. In Accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 443 units affordable to very low, low and middle income households. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 459 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. 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

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	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 462 units affordable to very low and 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 and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division. 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. 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, after the transfer of its obligation for 162 affordable rental units in Parcel W-1 6 to Paree.Is W B-30 and WB-32 in the Sierra Vista Specific Plan, provide 300 units affordable to very low and low income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be roughly 55% for very low and roughly 45% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division. The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51 % to 80% 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.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.1.5				
Title	In-Lieu Fee – Affordable Housing				
Obligation	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.				
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #7 – Ord. #5680				
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	Total	Very Low	Low Income

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		Parcel	Affordable Unit Allocation	Income Rental Units	Rental Units
	PCL W-25	240	144	72	72
	PCL W-28	175	47	23	24
	PCL W-29 (senior)	150	150	75	75
	Total		341	170	171
Developer agrees that 358 affordable rental units will be reserved within the Property, including 179 units for rental to very low income households and 179 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
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	208	208	104	104
	Total		358	179	179
Developer agrees that 400 affordable rental units will be reserved within the Property, including 186 units for rental to very low income households and 214 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
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	250	250	111	139 ¹
	Total		400	186	214
¹ The low income affordable rental housing units on Parcel W-16 exceed the remaining required obligation of the 1600 Placer portion of the WRSP by 29 units. Developer retains the option to transfer up to 29 low income affordable rental housing units from Parcel W-16 to another residential parcel in Phases 3 or 4 of the third Amendment Property and to construct these units as for sale units affordable to middle income households. Such transfer shall be subject to execution of an Affordable Purchase Housing Agreement but shall not require an amendment of the Development Agreement.					
Developer agrees that 462 affordable rental units will be reserved within the Property, including 187 units for rental to very low income households and 275 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
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	250	162	23	139

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	PCL W-27	170	150	89	61
	Total	652	462	187	275
	⁴The low income affordable rental housing units on Parcel W-16 exceed the remaining required obligation of the 1600 Placer portion of the WRSP by 29 units. Developer retains the option to transfer up to 29 low income affordable rental housing units from Parcel W-16 to another residential parcel in Phases 3 or 4 of the Property and to construct these units as for sale units affordable to middle income households. Such transfer shall be subject to execution of an Affordable Purchase Housing Agreement but shall not require an amendment of the Development Agreement.				
	Developer agrees that 300 affordable rental units will be reserved within the Property, including 164 units for rental to very low income households and 136 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
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	250	0	0	0
	PCL W-27	170	150	89	61
	Total	652	300	164	136
	¹ . The 139 low-income affordable rental housing unit obligation and the 23 very low income affordable rental unit obligation allocated to Parcel W-16 have been transferred to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan as provided for in this Agreement and the Westbrook Development Agreement, as amended.				
Department	Housing Department				
Status	Parcel W-25 obligation is complete. W-27 is still an ongoing obligation				
Section	2.6.2.4				
Title	Facilities Districts				
Obligation	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.				
Department	Housing and Finance Department				
Status	Ongoing City obligation				
Section	2.6.4				
Title	Masonry Wall Installation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910				
Obligation	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.				

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	Developer, at its expense shall install a six foot (6') masonry wall along the northern and western edges of Parcel W-16 at such time that Landowner develops the single family parcels (W-13A & W-13B, if the development of Parcels W-13A & W-13B occurs prior to the development of Parcel W-16. Developer, at its expense shall install a six foot (6') masonry wall along the eastern edge of Parcel W-16 adjacent to Parcel W-13D at such time that Landowner develops the single-family Parcel W-13D, if the development of Parcel W-13D occurs prior to the development of Parcel W-16.
Department	Engineering Division
Status	Ongoing obligation
Section	2.7.2
Title	Maintenance by Developer
Obligation	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.
Department	Engineering Division / Environmental Coordinator/Open Space Division
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	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.
Department	Development Departments
Status	Ongoing Obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Developer
Obligation	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

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	needed).
Department	Development Departments
Status	Ongoing Obligation
Section	3.3
Title	Project Phasing Amendment #1 – Ord. #4364 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	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. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases, including the four phases consistent with the Phasing Plan set forth in the Specific Plan. Infrastructure phases set forth in the Phasing Plan may be combined as approved by the City's Community Development Director, in consultation with all affected City departments. In addition, building permits for subsequent phases of the Project may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases substantially consistent with the Phasing Plan. Infrastructure phases identified in the Planning Phase 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. Infrastructure in Phase 3 may be constructed in sub-phases. In the event that the conceptual sub-phases for Phase 3 is modified or altered, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing

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	systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. A sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer – One point of connection to sewer outfall required. • Recycled Water – One point of connection required. A looped system is not required. • Potable Water – Two independent points of connection required. • Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Developer acknowledges that modifications to the Phase 3 Infrastructure Sub-Phasing Matrix shall require additional City review, though modifications to Exhibit "E-1" as approved by the City shall not require an amendment to this Agreement. Special studies including but not limited to, water / recycled water/sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases substantially consistent with the Phasing Plan set forth in Exhibit "E" and "II" attached hereto. Infrastructure phases identified in the Phasing Plan may be combined as approved by City's Development Services Director, in consultation with all affected City departments. Building permits for subsequent phases may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the City Engineer and Environmental Utilities Director. Infrastructure in Phases 3 and 4 may be constructed in sub-phases as set forth in Exhibits "E-1", "E-2a" and "E-2b" attached hereto. In the event that the conceptual sub-phases for Phase 3 and Phase 4 as shown in Exhibit "E-1" and Exhibits "E-2a" and "E-2b" are modified or altered, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3. • Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing
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	systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. A sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer -One point of connection to sewer service required. • Recycled Water -One point of connection required. A looped system is not required. • Potable Water -Two independent points of connection required. • Roadway -Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. Developer acknowledges that modifications to the Phase 3 and Phase 4 infrastructure Sub-Phasing Matrix as shown in Exhibits "E-1", "E- 2a" and "E-2b" shall require additional City review, though modifications to Exhibit "E-1" or Exhibits "E-2a" and/or "E-2b" as approved by the City shall not require an amendment to this Agreement. Special studies including but not limited to, water/ recycled water /sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Public Works and Environmental Utilities Department
Status	Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	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 power line corridors shall be as shown in the Specific Plan. Developer shall also grant and convey to City, with each of the foregoing roadway easements, a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the Specific Plan and shall be located within the right-of-way for the adjacent roadway as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility or power line 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.
Department	Environmental Utilities

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Status	Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Developer, at its expense, shall provide the road improvements set forth in this Agreement the Phasing Plan and Reimbursement Schedule. <u>3.5.1 Developer's Obligations.</u> 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.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.2
Title	Arterial Roadways Amendment #4 – Ord. #5210
Obligation	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. Upon demand of the City, Developer shall dedicate all necessary rights-of-way and shall construct road way improvements for the arterial roadways as shown in Exhibit "G", attached hereto, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.3 below. Arterial road ways on the Property include Fiddymont Road, Blue Oaks Boulevard, Pleasant Grove Boulevard and Westbrook Boulevard (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

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	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.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.3.1
Title	Westpark Drive (formerly Phillip Road) Amendment #2 – Ord. #4723 Amendment #4 – Ord. #5210 Amendment #5 – Ord. #5217
Obligation	Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road within the Property consistent with the Phasing Plan. 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. 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. 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. The portion of Phillip Road north of the Pleasant Grove Wastewater Treatment Plant ("Phillip Road North") shall be constructed in conjunction with the Blue Oaks Boulevard (Off-site) improvements described in Section 3.5.3.3 herein. Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to this Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$365 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20 cities and San Francisco (CCI). Developer and Fiddymont shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove

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	Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off Site Road Fee. The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment by West Roseville of Developer's share of the Westpark Drive Off Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to this Fourth Amendment), from the westerly property line of the Fiddymont property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property. Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit. At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 until such time as the payment is received by City. In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off Site Road Fee equal the amount of the Westpark Drive Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off Site Road Fee. Developer's pro-rata share of the Westpark Drive Off Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units with the Fourth Amendment Property will be constructed the City Manager may equitably adjust the Westpark Drive Off Site
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	Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant consistent with Exhibits "E" and "I". A general description of these improvements includes: a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes. b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. c. The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64 feet in width), plus the slopes to existing ground. d. The cost of curb, gutter, pavement, joint utilities, stripping, signage, and street lights. e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report. f. The WRSP portion of the 24-inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly 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. Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to the Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$321.00 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20-cities and San Francisco (CCI). Developer and Fiddymont shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee. The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of
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	the payment by West Roseville of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to the Fourth Amendment), from the westerly property line of the Fiddymont property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off-Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property. Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off-Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off-Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit. At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 of the Property until such time as the payment is received by City. In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Fee Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Westpark Drive Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	Wastewater Treatment consistent with Exhibits "E" and "I". A general description of these improvements includes: - The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes. - The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. - The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64-feet in width), plus the slopes to existing ground. - The cost of curb, gutter, pavement, joint utilities, striping, signage, and street lights. - The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011utilizing the figures in Scenario 1in Tables 5 of the report. - The WRSP portion of the 24 -inch recycled water line. Portions of the realigned and reconstructed Westpark Drive (formerly 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.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.3.3
Title	Blue Oaks Boulevard (Off-site) Amendment #2 – Ord. #4723 Amendment #4 – Ord. #5210 Amendment #5 – Ord. #5217
Obligation	The southerly half of Blue Oaks Boulevard from the westerly boundary line of the Fiddymont Property to the intersection of Westside Drive ("Blue Oaks Boulevard (Off-site)") shall be constructed in accordance with the Infrastructure Phasing Plan, provided that the Blue Oaks Boulevard (Off-site) improvements and the Phillip Road North improvements shall be constructed with Fiddymont Ranch's Phase 3 development or Westpark's Phase 4 development, whichever occurs first. The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached hereto to this Fourth Amendment, from the westerly boundary line of the Fiddymont Property as shown in Exhibit "B" to Exhibit "E" through the westerly side of the intersection of Westbrook Boulevard ("Blue Oaks Boulevard (Off-site)") shall be constructed by other parties: • Segment 1: Westerly side of the Hayden Parkway/ Blue Oaks Boulevard intersection to the westerly property line of the Fiddymont property. (Cost allocation: 100% Fiddymont). • Segment 2: Westerly property line of the Fiddymont property to the east side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TMF).

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	• Segment 3: East side of the Blue Oaks Boulevard/ Westpark Drive intersection to the eastern property line of the Property (Parcel W-60). (Cost allocation: 50% Developer; 50% Fiddymont). • Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Developer). The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the "TMF Fees") in the City's roadway Capital Improvement Program ("Road CIP"). Developer's pro-rata share of the cost obligation set forth in this Section 3.5.3.3 for Segments 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LOR or MOR building permit in Phase 3 of the Property and \$2,127 per LOR or MOR building permit in Phase 4 of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If, after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights of way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Fiddymont's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3, and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymont to fund off-site portions of Blue Oaks Boulevard, off-site, water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100-foot Blue Oaks Boulevard right-of-way, except for those portions to be
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	funded by City TMF Fees. A general description of these includes: • The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern 1/2 section of the road including slopes. • The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly 1/2 of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72 feet, plus the slopes to existing ground. • The cost of 1/2 of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, stripping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd from the westerly boundary of the Fiddymont property to the Westpark Drive intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for frontage improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party. The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached hereto to the Fourth Amendment, from the westerly boundary line of the Fiddymont Property as shown in Exhibit "B" to Exhibit "E" through the westerly side of the intersection of Westbrook Boulevard ("Blue Oaks Boulevard (Off-site)") shall be constructed by other parties: • Segment 1: Westerly side of the Hayden Parkway / Blue Oaks Boulevard intersection to the westerly property line of the Fiddymont property. (Cost allocation: 100% Fiddymont). • Segment 2: Westerly property line of the Fiddymont property to the east side of the Blue Oaks Boulevard/ Westpark Drive intersection. (Cost allocation: 100% City TMF). • Segment 3: East side of the Blue Oaks Boulevard / Westpark Drive intersection to the eastern property line of the Property (Parcel W- 60). (Cost allocation: 50% Developer; 50% Fiddymont).
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	- Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Developer). The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the "TMF Fees") in the City's road way Capital Improvement Program ("Road CIP"). Developer's pro-rata share of the cost obligation set forth in this Section 3.5.3.3 for Segments 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LDR or MOR building permit in Phase 3 of the Property and \$1,871.00 per LDR or MDR building permit in Phase 4 of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement. Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase, 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of the Agreement. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code section 66000, et seq.). Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Fiddymment's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymment to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100 foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: - The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern 1h section of the road including slopes.
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	• The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly 1h of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72-feet, plus the slopes to existing ground. • The cost of 1h of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, striping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymont property to the Westpark Dr. intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011utilizing the figures in Scenario 1in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for Frontage Improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.3.4
Title	Westside Drive Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Westside Drive shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for Phases 3 & 4. Westside Drive shall be constructed to its ultimate 6-lane roadway width, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. Developer shall also construct the underground conduits supporting the future installation of four (4) traffic signals. The four signal locations shall be at the intersections at each end of Westside Drive (Blue Oaks Blvd and Pleasant Grove Blvd.) and at the intersection entrances to W-17a and W-18a. City shall reimburse Developer for the additional interior two-lanes, and traffic signal conduits ("Eligible Improvements") constructed in Phase 3 for Westside Drive. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the improvement plans for the Eligible Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. Developer and City agree to meet prior to September 1, 2009 in which Developer shall provide a proposal for the Eligible Improvement costs attributable to

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	Westside Drive in Phase 4. City and Developer shall use reasonable commercial best efforts to reach agreement prior to December 31, 2009 on the Fee Credit amount for the Phase 4 Westside Drive Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit. Westbrook Boulevard shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for Phases 3 & 4. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the initial 4-lanes, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. The remaining 2 lanes shall be constructed by City and funded through the citywide traffic mitigation fee program. Developer shall also construct the underground conduits supporting the future installation of five (5) traffic signals. The five signal locations shall be at the intersections at each end of Westbrook Boulevard (Blue Oaks Blvd. and Pleasant Grove Blvd.), at the northern intersection entrances to W-13 and W-15, and at the intersection entrances to W-17a and W-9a. City shall reimburse Developer for the additional roadway section constructed by Developer beyond eighteen feet (18') from the gutter, and traffic signal conduits ("Eligible Improvements") constructed in Phase 3 for Westbrook Boulevard. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the improvement plans for the Eligible Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. City and Developer shall use reasonable commercial best efforts to reach agreement prior to December 31, 2011 on the Fee Credit amount for the Phase 4 Westbrook Boulevard Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit. Westbrook Boulevard shall be dedicated to City as an irrevocable offer of dedication (IOD) on the Large Lot Final Maps for Phases 3 and 4 of the Property. Westbrook Boulevard will ultimately be constructed as a 6-lane arterial. Developer shall construct the Frontage Improvements, as defined in Section 3.5.1 of the Agreement. In addition, Developer shall construct an additional travel lane adjacent to the Frontage improvements on each side of the roadway for a total of 29 feet of pavement. The remaining 2 lanes shall be constructed by the City and funded through the citywide traffic mitigation fee program. Developer shall also construct the underground conduits supporting the future installation of five (5) traffic signals in the locations set forth on Exhibit "K" to the Agreement. City shall reimburse Developer, based on actual costs to construct, for those improvements constructed beyond the Frontage Improvements, excluding turn lanes and bus turnouts ("Eligible Improvements") constructed in Phases 3 and 4 for Westbrook Boulevard. City shall reimburse Developer in the form of Fee Credits against the City's current Traffic Mitigation Fee."
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.4
Title	Timing and Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> 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. <u>3.5.4.2</u> 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

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	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	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.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	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, sound walls 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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer shall be responsible for the construction of traffic signals as 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.
Department	Public Works Department

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Status	Ongoing Obligation
Section	3.5.8
Title	Update of City Fee Amendment #4 – Ord. #5210
Obligation	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 WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted. 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 WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the over payment is exhausted. The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	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

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	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.12
Title	Age Restricted Units- Traffic Fees
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.13
Title	Access to Existing Residences within the MOU Area
Obligation	Together with Fiddymont, Developer shall maintain accesses to existing residences within the MOU area. All accesses shall be maintained during construction.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.14
Title	Light Rail Funding
Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property,

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	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.
Department	Alternative Transportation Department
Status	Ongoing Obligation
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	City-County Fee
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Park and Ride Lots Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Twenty five (25) and twenty (20) park and ride spaces shall be provided on Parcels W-60 and W-63. Twenty five (25) park and ride spaces shall be provided on Parcel W-60. Twenty-five (25) park and ride spaces shall be provided on Parcel W-30. 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.
Department	Alternative Transportation and Engineering Division
Status	Ongoing obligation
Section	3.5.20
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	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.
Department	Public Works Department
Status	Ongoing Obligation
Section	3.5.21
Title	Sun City Traffic Improvements
Obligation	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

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	C. Payment of the sum required under Section 3.25 shall satisfy any and all obligations of Developer under this Section.
Department	Public Works Department
Status	Ongoing Obligation
Section	3.5.23
Title	Traffic Benefit Fee Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Any residential units approved beyond the original unit cap of 4,260 shall be subject to the City's Traffic Benefit Fee of \$5,000 per unit. This fee shall be applied to the additional units within the WestPark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following: The Traffic Benefit Fee shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request." Developer and City shall use their best efforts to cause to be formed a new Community Facilities District (the "CFD for Traffic Improvements") for purposes of providing the City with additional funding for regional traffic improvements from additional residential units approved by the City for the Westpark portion of the Property, including amendments to the WRSP previously approved by City prior to this Third Amendment. The CFD for Traffic Improvements bond authorization shall be sized such that the City yields \$930,000 from bond sale proceeds. Developer and City shall use their best efforts in processing the necessary documents to form the CFD for Traffic Improvements prior to the recording of the first small lot final map within either Phase 3 or Phase 4 of the Property. The CFD for Traffic improvements formation documents shall provide for, among other things, the bond sale to occur no sooner than the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligation associated with the Westpark CFD No. 1 financing district. The assessment shall be levied on all residential units within Phases 3 and 4 of the Property, commencing in the fiscal year following the retirement of the bond debt and any remaining pay-as-you-go obligations associated with the Westpark CFD No. 1 financing district. In consideration of amendments to the WRSP for Phases 3 and 4 of the Property that have increased the total allowed residential units for the Property, the City and Developer agree to provide additional funding from pay-as-you-go revenues generated from the collection of special taxes in the Westpark CFD No. 1 for authorized roadway facilities identified in the Westpark CFD No. 1. The pay-as-you-go proceeds are intended to provide a funding source for authorized facilities identified in the Westpark CFD No. 1 formation documents for which funding is not presently available. Once all of the authorized facilities have been constructed, and all amounts related to these facilities have been paid in full, the City is authorized to levy the special tax in the Westpark CFD No. 1 so as to yield \$930,000 (the "Traffic Benefit

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	Assessment") from the pay-as-you-go proceeds. If such levy in any one year is insufficient to generate this amount, the City shall continue to collect pay-as-you-go proceeds until such time as the entire Traffic Benefit Assessment has been funded by pay-as-you-go proceeds.								
Department	Finance Department								
Status	Ongoing Obligation								
Section	3.5.24								
Title	Additional Developer Dedication of Property to City Amendment #5 – Ord. #5217								
Obligation	As part of the entitlements requested by Developer and vested by this Fifth Amendment, City has re-designated and rezoned the property comprising new Parcel W-30 from Light Industrial to Community Commercial, and re-designated and rezoned the property comprising new Parcel W-50e from Light Industrial to Park. Pursuant to this Fifth Amendment, Developer agrees to dedicate to City, after recordation of the final map creating such parcels, the following two parcels: <table><tr><td>W-30</td><td>Community Commercial</td><td>3.0 net acres</td></tr><tr><td>W-50e</td><td>Park</td><td>3.1 net acres</td></tr></table> Developer' s dedication of Parcel W-30 to City, and the City's re-designation and rezoning of a portion APNs 017101-018 and 017-101- 019, will result in the City owning a 13.7± acre Community Commercial parcel at the corner of Blue Oaks Boulevard and Westbrook Boulevard, compared to the 5.7± acres Community Commercial property owned by City prior to this Fifth Amendment. In acknowledgement of such significant benefit to City from this additional land dedication by Developer, and as set forth in Section 3.12.1below, City shall count the 5.1± acre City-owned portion of APN 017-101-017 designated for park use toward Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP.			W-30	Community Commercial	3.0 net acres	W-50e	Park	3.1 net acres
W-30	Community Commercial	3.0 net acres							
W-50e	Park	3.1 net acres							
Department	Parks Department and Economic Development Department								
Status	Ongoing obligation								
Section	3.5.25								
Title	Development Rights Easement Amendment #5 – Ord. #5217								
Obligation	Subject to the provisions of the First Amendment to Purchase and Sale Agreement With Escrow Instructions by and between City and Developer and approved by the City Council at a public meeting together with this Fifth Amendment, at the time of recordation of the first small lot residential subdivision map in Phase 4 of the Property, but in no case later than December 31 2014, Developer agrees to pay to City a reimbursement of \$126,500.00 for removal of 14.32 acres from the 1,000 foot non-residential Pleasant Grove Wastewater Development Rights Easement. If the reimbursement payment provided for in this Section 3.5.25 is not timely paid to City, City may suspend issuance or granting of any City-issued permits until full payment as provided for herein is made.								
Department	Parks Department and Economic Development Department								
Status	Ongoing obligation								
Section	3.6								
Title	Sewer Facilities								
Obligation	Developer shall construct on-site and off-site sewer facilities as described in this Section and the Phasing Plan. 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								

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	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.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	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. 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.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.2
Title	Improvement Standards
Obligation	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.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.3
Title	Access to Manholes
Obligation	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.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.5
Title	Access to Pleasant Grove Wastewater Treatment Plant

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Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.6.6
Title	Oversizing of Wastewater Facilities - Reimbursement
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.2
Title	Financing of Water Supply
Obligation	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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.3
Title	Contribution of Water Meter Retrofit Program
Obligation	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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.5
Title	Groundwater Wells Amendment #6 – Ord. #5441
Obligation	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 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

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	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). A. Developer shall dedicate to City Parcel W-77 in Phase 4 and shall construct a groundwater well at the approximate location shown on Exhibit "U" and prepare the well according to industry standard, subject to approval by the Environmental Utilities Director. The exact location of the well and well site 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 well shall be designed to include Aquifer Storage and Recovery Capabilities and, to the extent feasible, the well shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the well upon the earlier of the need for the well to provide water service to the Project, or prior to adjacent residential construction and concurrent 1Nith 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). B. In-Lieu Fee. Within ten (10) business days after the recordation of this Sixth Amendment Developer will pay to City the amount of \$445,983.00 (the "In-Lieu Fee"). C. Well-Site W-76 References. Subject to payment of the In-Lieu Fee and abandonment of the monitoring well, Subsection 3.7.5(A) shall become operative and all references to and depictions of Well-Site W-76 in the Development Agreement (including the amendments thereto), including without limitation, those on Exhibit U and in the Infrastructure Phasing Plan are hereby deemed deleted. D. Release of Developer Obligations. Subject to payment of the In-Lieu Fee, City hereby forever releases and discharges Developer and Well-Site W-76 from any and all obligations under the Development Agreement to provide dedications to the City for well-sites and/or to design and/or construct groundwater wells or related facilities. The City shall impose no further restriction or limitation on building permits and/or certificates of occupancy for Developer's residences on the Sixth Amendment Property as it relates to dedication of well sites and construction of wells. E. Abandonment of Monitoring Well. Developer shall, at its sole cost and expense and prior to developing Well-Site W-76, obtain any required permits to abandon the existing monitoring well and perform the physical abandonment of the monitoring well.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.6
Title	Water Conservation Measures Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Developer and its successors shall implement a water conservation program. The

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	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. Developer of Phase 3 of the Property and its successors shall implement a Water Conservation Plan to this Agreement (the "Phase 3 Water Conservation Plan"). The Phase 3 Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within Phase 3 and measures to ensure a water conservation objective of a reduction in water use by 18.4% over current land use characteristics in Phase 3 of the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in Phase 3. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phases 3 and/ or Phase 4 of the Property owned by Developer in the WRSP. Developer of Phase 3 of the Property and its successors shall implement a Water Conservation Plan included as Exhibit "LL" to this Agreement (the "Phase 3 Water Conservation Plan"). Developer of Phase 4 of the Property and its successors shall implement a Water Conservation Plan, included as Exhibit "MM" to this Agreement (the "Phase 4 Water Conservation Plan"). The Phase 3 Water Conservation Plan and the Phase 4 Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance ("WELO") and outline all water conservation measures being implemented within Phase 3 and Phase 4, respectively, and measures to ensure a water conservation objective of a reduction in water use by 18.4% over current land use characteristics in Phase 3 and 13.7% in Phase 4 of the Property are achieved in perpetuity, and shall be approved at the discretion of the Environmental Utilities Director prior to issuance of the first building permit in Phase 3 or Phase 4, as the case may be. Such water conservation measures shall include compliance with the WELO, and shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan or the Phase 4 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phase 3 of the Property owned by Developer in the WRSP.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.7.7
Title	Instant Hot Water Feature
Obligation	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.
Department	Environmental Utilities Department

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Status	Ongoing Obligation
Section	3.7.8
Title	Periodic Confirmation of Water Conservation Goal for Phase 3 of the Property Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	The City has determined, and the Developer agrees, that the available water supply is sufficient to serve Phase 3 of the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of Phase 3 of the Property. The demand for water at build-out of Phase 3 of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within Phase 3 of the Property and by reference to the Developer's Phase 3 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics. The sources for water evaluated for the Project (including Phase 3 of the Property) are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including Phase 3 of the Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within Phase 3 of the Property and used within the Phase 3 Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in Phase 3 of the Property, and then no more frequently than annually thereafter 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, the achievement of project water conservation goals and sources of water for Phase 3 of the Property. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan for Phase 3 of the Property, and that the difference(s) will negatively affect the City's ability to provide water for Phase 3 of the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's Phase 3 demands, provided, however, that should City adopt City Wide a requirement for a reduction in water use by more than the 18.4% over current potable water usage as set forth herein, and the then built portion of Phase 3 of the Property has met its 18.4% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City Wide requirement, above the 18.4% objective set forth in this Section 3.7.8. Development and implementation of such measures on the unbuilt units in Phase 3 of the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City Wide water conservation goals, Phase 3 of the Property shall not under any circumstances be deemed out of compliance with its Phase 3 Water Conservation Plan water conservation objective as set forth herein. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve Phase 3 and Phase 4 of the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-

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	out of Phase 3 and Phase 4 of the Property. The demand for water at build-out of Phase 3 and Phase 4 of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within Phase 3 and Phase 4 of the Property and by reference to the Developer's Phase 3 Water Conservation Plan and Phase 4 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics for Phase 3 and a reduction in water use by 13.7% over current use characteristics in Phase 4. The sources for water evaluated for the Project (including Phase 3 and Phase 4 of the Property) are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including Phase 3 and Phase 4 of the Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within Phase 3 and Phase 4 of the Property and used within the Phase 3 Water Conservation Plan and Phase 4 Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in Phase 3 of the Property, or, for Phase 4, after the completion of 50% of the dwelling units in Phase 4 of the Property, and then no more frequently than annually thereafter 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, the achievement of project water conservation goals and sources of water for Phase 3 or for Phase 4 of the Property, respectively. Water conserved by Developer pursuant to measures implemented under Section 3.7.6 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. If the City determines that the actual demand differ materially from the assumptions in the Water Conservation Plan for Phase 3 or the Water Conservation Plan for Phase 4 of the Property, and that the difference(s) will negatively affect the City's ability to provide water for Phase 3 or Phase 4 of the Property, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Property's Phase 3 demands, or the Property's Phase 4 demands, respectively, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 18.4% in Phase 3 and 13.7% in Phase 4 over current potable water usage as set forth herein, and the then built portion of Phase 3 of the Property has met its 18.4% objective or the then built portion of Phase 4 of the Property has met its 13.7% objective set forth in this Section 3.7.8, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 18.4% objective for Phase 3 and 13.7% for Phase 4 set forth in this Section 3.7.8. Development and implementation of such measures on the unbuilt units in Phase 3 or Phase 4 of the Property shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, Phase 3 or Phase 4 of the Property shall not under any circumstances be deemed out of compliance with its Phase 3 Water Conservation Plan water conservation objective or the Phase 4 Water Conservation Plan water conservation objective, respectively, as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.1
Title	Water Study

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Obligation	Developer has prepared a Water Study for its on-site water facilities and prepared a general design of the water system 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.2
Title	On-Site Water Facilities
Obligation	Developer shall construct on-site water system facilities as 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Off-Site Water Facilities
Obligation	Developer shall construct off-site water system facilities as 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.4
Title	Oversizing of Water Facilities – Reimbursement
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.5
Title	Water System Sequencing
Obligation	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. 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.
Department	Environmental Utilities Department

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Status	Ongoing Obligation
Section	3.8.6
Title	Public Utility Easements
Obligation	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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.7
Title	Water Softeners
Obligation	As part of its development of the Project, Developer and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.8
Title	Disclosure to Buyers
Obligation	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.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.8.10
Title	Coordination with Construction by PCWA
Obligation	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 Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Developer shall construct recycled water system facilities as provided in this Section, the Phasing Plan. 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. Developer has the right to construct recycled water tanks, off-site Phillip Road and off-

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	site Blue Oaks Boulevard on City property as required for the Project. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Oversizing of Recycled Water Facilities - Reimbursement
Obligation	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. 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.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.4
Title	Recycled Water Use Disclosure to Buyers
Obligation	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.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.10
Title	Drainage Facilities
Obligation	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 and the Phasing Plan.
Department	Engineering
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	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

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	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.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	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.
Department	Engineering
Status	Ongoing Obligation
Section	3.10.4
Title	Drainage Easements
Obligation	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.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.11.1
Title	Electric Facilities
Obligation	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.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1.1
Title	Electric Facilities Serving Phase 4 Amendment #5 – Ord. #5217
Obligation	At the time of recordation of the first small lot residential final subdivision map in Phase 4, Developer shall pay for the materials, labor to construct, and labor to

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	remove temporary 12kV overhead and underground electrical circuits, estimated at approximately \$335,000, from the West plan Substation to serve Phase 4 of the Property. City shall install such 12kV circuits, which 12kV circuits shall allow Developer to obtain all LDR and MDR residential building permits in Phase 4 of the Property. Developer shall be responsible for grading and for the installation of all pull boxes, trenching, conduit and similar facilities needed to tie the underground electric facilities within Westbrook Boulevard to the new 12kV circuits. Such extension of the 12kV electrical circuits to Phase 4 of the Property shall not provide sufficient electrical capacity to allow either Parcel W-16 in the WRSP (in Phase 3 of the Property) or any of the Light Industrial parcels in Phase 4 of the Property, or both, to be provided electrical service in order to be developed. Once the electrical substation site (the "Substation Site") in the Sierra Vista Specific Plan (SVSP) has been dedicated to the City, constructed, is operational, and 12kV circuits extended underground to Phase 4 of the Property, or as otherwise determined by City, or the Substation Site has been dedicated to the City but more than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, then there shall be no further restrictions due to adequacy of electrical service on development of either Parcel W-16 in the WRSP or Light Industrial parcels in Phase 4 of the Property, or both.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.3
Title	60kV Disclosure
Obligation	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 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.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.4
Title	Streetlights
Obligation	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.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.5
Title	Electrical Efficiency
Obligation	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

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	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.
Department	Building Division
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	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. Developer shall dedicate to City certain active park land (54.6 acres) and open space lands (258.5 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. Developer shall dedicate to City certain active park land (55.47 acres) and open space lands (359.15 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. Developer shall dedicate to City certain active park land (49.17 acres) and open space lands (359.15 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 as shown in Exhibit "DD". Developer shall dedicate to City certain active park land (49.17 acres) and open space lands (359.15 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.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	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: 1. A 14.1-acre, more or less, portion of the Property for the purposes of a public park,

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	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. Developer shall dedicate to City a total of 54.6 acres of parkland, 8.0 acres open space paseo and 350.5 acres of open space. The following six (6) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below:
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	1. A 20.2 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50; 2. A 4.7 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 1.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-85; 8. A 3.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-87; 9. 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; 10. 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. 11. 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; 12. 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 13. A 78.3 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. To mitigate the shortage of 1.2 park acres resulting from the land plan changes associated with this Second Amendment of the Development Agreement (DA-000022), Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by the City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City approved rough grading plan. Developer shall dedicate to City a total of 55.47 acres of parkland, 8.0 acres of open
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	space paseo and 351.15 acres of open space. The following six (6) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below: 1. A 20.14 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50; 2. A 4.70 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 3. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 4. A 10.67 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 3.58 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 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 7. A 1.1acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 8. A 3.1acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 9. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 10. A 2.3 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 11. A 267.65 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 12. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and 13. A 78.3 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as 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." Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City approved rough grading plan.
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	Developer shall dedicate to City a total of 47.94 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) park parcels, four (4) 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 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a; 2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b; 3. A 1.21 net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c; 4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d; 5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e; 6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 8. A 8.98 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; 9. A 3.85 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; 10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 15. A 267.47 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 16. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland
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	habitat and open space, as shown as Parcel W-82; and 17. A 78.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as 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. In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1± acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP." Parcels W-50a, W-50b, W-50c, W-50d, W-50e, and W-51 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City approved rough grading plan. <u>Amendment #8</u> Developer shall dedicate to City a total of 47.80 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) park parcels, four (4) 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 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a; 2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b; 3. A 1.21net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c; 4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d; 5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e; 6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 8. A 8.98 acre, more or less, portion of the Property for the purpose of a public park in
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	the Village Center , as shown as Parcel W-53; 9. A 3.71 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; 10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55; 11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85; 12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87; 13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88; 14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89; 15. A 267.47 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81; 16. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and 17. A 78.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as 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. In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1±, acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP. Parcels W-50a, W-50b, W-50c, W-50d, W-50e, W-51and W-54 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	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

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	the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan"). 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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee Amendment #8 – Ord. #5871
Obligation	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. Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total Neighborhood Park Fee of \$2,897 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department and Building Division
Status	Ongoing obligation
Section	3.12.3.1
Title	Neighborhood Park Frontage Improvements
Obligation	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

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	3.12.2 above.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.4
Title	Citywide Park Fee Amendment #8 – Ord. #5871
Obligation	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 Fiddymment. Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total City-Wide Park Fee of \$2,387 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department and Building Department
Status	Ongoing obligation
Section	3.12.4.2
Title	City-Wide park Fee for Village Center Community Commercial PCL W-32 Amendment #8 – Ord. #5871
Obligation	For the community care facility built on Village Center Community Commercial Parcel W-32, Developer shall pay Citywide Park Fees at the then prevailing \$2,387 City-Wide Park Fee amount for each of the assisted living units built on Parcel W-32, excluding units designated for memory care residents, to be paid to City in a lump sum payment upon issuance of the first building permit for the community care facility built on Parcel W-32, subject to annual adjustment, on July 1, based on the percentage change in the CCI. At the time of approval of this Eighth Amendment, 27 of the planned 87 assisted living units on Parcel W-32 are planned to be memory care units, and so the 60 non-memory care assisted living units planned to be built on Parcel W-32 would generate a total of \$143,220 in City-Wide Park Fees, to be paid in a lump payment to City at the time of issuance of the first building permit for the community care facility to be built on Parcel W-32. City agrees that the City-Wide Park Fees collected from the community care facility on Parcel W-32 shall be utilized to construct improvements on Village Green Park Parcel W-54. City further agrees that any community care facility built on Parcel W-32 shall not be subject to neighborhood park fees, paseo fees, and bike trail fees in the WRSP, and not subject to any Public Benefit Fee under Section 3.14.3, any General Fund Contribution under Section 3.14.4, or any Community Benefit Fee under Section 3.14.19."
Department	Parks Department
Status	Ongoing obligation
Section	3.12.4.3
Title	Timing of Village Green Park Construction Amendment #8 – Ord. #5871
Obligation	City desires to commence construction of the improvements on Village Green Park Parcel W-54 at the earliest opportunity. Construction of this park facility is dependent upon the collection of various park fees as noted in Sections 3.12.3, 3.12.4, and 3.12.4.2 above. To ensure that funds will be available for park construction, City agrees

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	to provide Developer with a written notice of City's intent to construct the park on Parcel W-54 when seeking City Council approval of construction plans and advertisement of bids for Park Parcel W-54. Upon receipt of this notice, Developer shall respond in writing to City within fifteen (15) calendar days, indicating Developer's timing for obtaining building permits for the Medium Density Residential development on Parcels W-28 and W-29 and for the community care facility on Parcel W-32. If the anticipated building permit issuance date(s) for these parcels fall beyond the projected completion date of the Village Green Park improvements, City in its sole discretion may elect to postpone construction of the Village Green Park improvements until such funds are made available to City.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.5
Title	Paseo Fee
Obligation	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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.5.1
Title	Paseo Facilities Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910
Obligation	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. 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 the time small lot subdivisions are constructed as follows:

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	a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12; b. Construction of Paseo W-87 shall be the obligation of residential Parcels W-15A & W-158 and business professional Parcel W-63, whichever shall develop first; c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and d. 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. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction. 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 the time small lot subdivisions are constructed as follows: a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12; b. Construction of the respective portions of Paseo W-87 adjacent to Parcels W-158 and W-15C shall be the obligation of residential Parcels W-158 & W-15C, whichever shall develop first. The respective portion of Paseo W-87 shall be constructed when the particular adjacent parcel (either Parcel W-158 or Parcel 15C, respectively) develops. c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and d. 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. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Bike Trail Fee Amendment #3 – Ord. #4910
Obligation	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,

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	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. At the request of the City and provided that sufficient funds are available at the time of construction, 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.
Department	Parks and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.7
Title	Construction and Timing of Bikeway Improvements Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Bikeways shall be constructed as shown on 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. Bikeways shall be constructed as 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. Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3A – the portion of trail connecting Westside Drive to the end of the bike trail improvements for Phase 2 shall be constructed in conjunction with the first subdivision improvements for W-15A or W-15B, whichever occurs first. b. Phase 3B – the portion of trail from Westside Drive to the western boundary of W-13A shall be constructed in conjunction with the first subdivision improvements for W-13A, W-13B or W-13C, whichever occurs first. c. Phase 4A – the portion of trail from W-13B to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C. d. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C.

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	e. Phase 4C – the portion of trail from W-18C to Westside Drive shall be constructed in conjunction with the subdivision improvements for W-18B. 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 concurrent with subdivision improvements. Bikeway improvements within roadways 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. Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3 A – the portion of trail connecting Westbrook Boulevard to the end of the bike trail improvements for Phase 2 shall be graded concurrent with the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-15A, W-15A2, W-15C1 and W-15C2. Pursuant to the conditions for funding identified in section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-15A1, W-15A2, W-15C1 and W-15C2. Phase 3B – the portion of trail from Westbrook Boulevard to the western boundary of W-16 shall be graded concurrent with the development of the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-13B1, W-13B2, W-13C3, which shall also include the portion adjacent to W-51, and W-16. Pursuant to the conditions for funding identified in Section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-13B1, W-13B2 and W-13C3. b. Phase 4A – the portion of trail from W-13C3 to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C. c. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C. d. Phase 4C – the portion of trail from W-18C to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B. 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 concurrent with subdivision improvements. Bikeway improvements within road ways 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.
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	Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows: a. Phase 3A - the portion of trail connecting Westbrook Boulevard to the end of the bike trail improvements for Phase 2 shall be graded concurrent with the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-15A, W-15A2, W-15C1 and W-15C2. Pursuant to the conditions for funding identified in section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W- 15A1, W-15A2, W-15C1 and W-15C2. b. Phase 3B- the portion of trail from Westbrook Boulevard to the western boundary of W-16 shall be graded concurrent with the development of the adjacent village. The bike trail grading therefore shall occur at the same time as development occurs in Village W-13B1, W-13B2, W-13C3, which shall also include the portion adjacent to W-51, and W-16. Pursuant to the conditions for funding identified in Section 3.12.6 of the Agreement, construction of the bike trail shall occur with the construction of the last subdivision to be approved between W-13B1, W-13B2 and W- 13C3. c. Phase 4A - the portion of trail from W-13C3 to W-17E, including the trail segment connecting into the street system at Parcel W-17D, shall be constructed in conjunction with the subdivision improvements for W-17E. d. Phase 4B - the portion of trail from W-17E, to the northern boundary of W-18E shall be constructed in conjunction with the subdivision improvements for W-18E. e. Phase 4C - the portion of trail from W-18E to Westbrook Boulevard shall be constructed in conjunction with the subdivision improvements for W-18B, or W-18D, whichever parcel develops last.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.8
Title	Entire Park Land Obligation
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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9
Title	Open Space Preserve Areas
Obligation	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 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

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	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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.9.1
Title	Conveyance of Open Space Preserve Areas
Obligation	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.
Department	Parks Department
Status	Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	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.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	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.
Department	Building Division
Status	Ongoing Obligation
Section	3.14.4
Title	General Fund Contribution
Obligation	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.
Department	Building Division
Status	Ongoing Obligation
Section	3.14.5

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Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	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.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.6
Title	Signage for Future Public Facilities
Obligation	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.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.7
Title	Library Facilities
Obligation	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.
Department	Library Department
Status	Ongoing obligation
Section	3.14.8
Title	Recycling Site
Obligation	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.
Department	Environmental Utilities and Planning Department
Status	Ongoing obligation
Section	3.14.10
Title	Refuse and Green Waste Bins
Obligation	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.
Department	Building Division and Environmental Utilities
Status	Ongoing Obligation
Section	3.14.11
Title	Construction Waste
Obligation	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

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	with this requirement.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.14.12
Title	Air Quality Program
Obligation	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.
Department	Building Division
Status	Ongoing obligation
Section	3.14.13
Title	Traffic Signal Coordination Fee
Obligation	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 consistent with the calculation for traffic impact fees (and not the same as for public facilities impacts).
Department	Building Division
Status	Ongoing obligation
Section	3.14.14
Title	Transit Shuttle Service Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI).
Department	Building Division and Alternative Transportation
Status	Ongoing Obligation
Section	3.14.15
Title	South Placer Animal Control Shelter Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of Fifty Dollars (\$50.00) per dwelling unit.
Department	Building Division
Status	Ongoing obligation
Section	3.14.16

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Title	Sierra College Boulevard Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each year until the City issues the final building permit for the Project.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.17
Title	Air Quality Mitigation Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.18
Title	Dedication and Frontage Improvement for Parcel W-30 Amendment #5 – Ord. #5217
Obligation	Developer shall dedicate Parcel W-30 to City after recordation of the first Large Lot Final Map for Phase 4 of the Property, subject to Developer's obligation, after dedication of Parcel W-30 to City, to construct Frontage Improvements for the Westbrook Boulevard side of Parcel W-30, as defined in Section 3.5.1 of the Agreement.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.14.19
Title	Community Benefit Fee Amendment #8 – Ord. #5871
Obligation	As partial consideration for this Eighth Amendment, to help fund the construction of the improvements to the Village Green Park Parcel W-54, and to ensure that the development of properties that are the subject of this Eighth Amendment will benefit current and future residents of Roseville, Developer shall pay in a lump sum payment a Community Benefit Fee of \$5,000 per single-family residential unit for sixteen (16) residential units upon the issuance of the first residential building permit on either Parcel W-28 or W-29.
Department	Building Division
Status	Ongoing Obligation
Section	3.16
Title	EIR Mitigation Measures
Obligation	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.
Department	Planning Division
Status	Ongoing obligation
Section	3.18
Title	Community Facilities District – Project Infrastructure

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Obligation	<u>3.18.1 Formation.</u> 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. <u>3.18.1.1</u> 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. <u>3.18.1.2</u> 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. <u>3.18.1.3</u> 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.
Department	Finance
Status	Ongoing obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	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.
Department	Finance Department
Status	Ongoing obligation
Section	3.18.3
Title	Pay-As-You-Go Funding for Infrastructure in Phases 3 and 4 Amendment #3 – Ord. #4910
Obligation	The bond proceeds from the Project CFD are insufficient to fund public improvements and facilities necessary for development of Phases 3 and 4, as well as development of properties outside of the Specific Plan area that require such public improvements and facilities. Developer is required to construct the necessary public improvements and facilities identified in Exhibit "II" as well as the public improvements provided for in the formation documents for the Westpark CFD #1as set forth in Exhibit "HH", and advance funding needed to complete these public improvements and facilities. Developer is entitled to reimbursement for all authorized public improvements and facilities contained in the CFD formation documents from available funds collected as part of the special taxes levied by the City to service Project CFD bond obligations and construct public improvements and facilities within the Project CFD. Subject to terms of a separate agreement for the acquisition of public improvements and facilities, City agrees to set the annual tax levy as allowed for under the terms of the Project CFD formation documents to provide reimbursement to Developer over time for the cost of the public improvements and facilities that are eligible for reimbursement.

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Department	Finance Department
Status	Ongoing Obligation
Section	3.19
Title	Completion of Improvements
Obligation	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.
Department	Development Services and Environmental Utilities Departments
Status	Ongoing Obligation
Section	3.20
Title	Community Facilities District - Maintenance
Obligation	<u>3.20.1 Formation.</u> <u>3.20.1.1 Consent.</u> 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. <u>3.20.1.2 Zones of Benefit.</u> The Maintenance CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	District formed – Ongoing obligation
Section	3.20.2
Title	Obligations

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

Obligation	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 round-a-bouts 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.
Department	Finance Department
Status	District formed-ongoing maintenance obligation funded by District's levy
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	that such parcels do not and will not receive a special benefit from the Maintenance CFD.
Department	Finance Department
Status	Ongoing City Obligation
Section	3.21
Title	Community Facilities District – Services
Obligation	<u>3.21.1 Formation.</u> <u>3.21.1.1 Consent.</u> 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 130 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. <u>3.21.1.2 Zones of Benefit.</u> The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.
Department	Finance Department
Status	District formed - Ongoing obligation of District's levy to provide funding
Section	3.21.2
Title	Obligations
Obligation	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.
Department	Finance Department
Status	Ongoing Obligation of CFD
Section	3.21.3
Title	Public Parcel Exclusion
Obligation	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.
Department	Finance Department
Status	Ongoing City Obligation
Section	3.22
Title	Community Facilities District – Stormwater Management
Obligation	<u>3.22.1 Formation.</u> <u>3.22.1.1 Consent.</u> 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

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	taxes as are necessary to fund the obligations described in Section 3.22.2. For purposes of Article 130 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. <u>3.22.1.2 Zones of Benefit.</u> The Stormwater Management CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary. <u>3.22.2 Obligations.</u> 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. <u>3.22.3 Public Parcel Exclusion.</u> 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.
Department	Finance Department
Status	Ongoing obligation of the District, budgeted in the maintenance CFD, which is formed already.
Section	3.23
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	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.
Department	Finance Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers Amendment #1 – Ord. #4364 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, West Side Drive and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway (on Fiddymont 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.

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	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. 17. A disclosure on Parcel W-16 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.
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West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	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. 26. Livestock grazing may occur within the open space preserve areas. 27. Every resident unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet. 27. Requirement to implement water conservation measures per the Phase 4 Water Conservation Plan, which include such measures as Smart Timers. 28. Requirement to implement water conservation measures per the Phase 3 Water Conservation Plan, which may include such measures as Smart Timers. 28. The project area is subject to aircraft over flights and related noise associated with McClellan Airfield and Sacramento International Airport. 29. Acknowledgement that the residential parcels in Phase 4 of the Property are located in close proximity to Pleasant Grove Wastewater Treatment Plan, which may be expanded in the future. Such residential parcels could be subject to noise and odor from operation of the Treatment Plan. 30. The Eighth Amendment Property is subject to aircraft over flights and related noise from McClellan Airfield and Sacramento International Airport. 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.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.26
Title	Fee Adjustment Resulting from Under-Building
Obligation	City's collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the City-Wide Park Fee (Section 3.12.4), Paseo Fee (Section 3.12.5), Bike Trail Fee (Section 3.12.6), Public Benefit Fee (Section 3.14.3), General Fund Contribution (Section 3.14.4), Air Quality Fee (Section 3.14.12), Traffic Signal Coordination Fee (Section 3.14.13), Transit Shuttle Service Fee (Section 3.14.14) and South Placer Animal Control Shelter Fee (Section 3.14.15), hereinafter "Building Permit Fees." To protect the City in the event that Developer under- builds the total number of units approved for the Property, City and Developer shall, prior to Developer recording the first final map in Phase 4, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the total number of units approved for the Property, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units in the Project. City shall make best efforts to cooperate with Developer in adjusting densities in Phases 3 and 4 to ensure that Developer is provided with reasonable opportunity to buildout the total number of units approved for the Property.

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Department	Building and Engineering Division
Status	Ongoing obligation
Section	4.4.5
Title	Applications for Permits and Entitlements
Obligation	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.
Department	Building Division and Parks Department
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	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.
Department	Development Services
Status	Ongoing obligation



COUNCIL COMMUNICATION

CC #: 1040
File #: 0102-06

Title: Proclamation - Constitution Week - September 17-23, 2020
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 7.30.

RECOMMENDATION TO COUNCIL

Proclaim September 17-23, 2020 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation Constitution Week

CITY OF ROSEVILLE



CONSTITUTION WEEK

September 17 – 23, 2020

WHEREAS, the Constitution of the United States of America is the guardian of liberties and embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights, and it is fitting to accord official recognition to this magnificent document on its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees this issuing of a proclamation by the President of the United States of America designating September 17 – 23 of every year as Constitution Week; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **September 17 – 23, 2020** as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED this 7th day of October, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 1033

File #: 0324

Title: Emergency Medical Services First Responder Fee - Municipal Code Update

Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council introduce for first reading an ordinance adding Chapter 9.27 to the Roseville Municipal Code regarding an Emergency Medical Services First Responder Fee.

BACKGROUND

The Roseville Fire Department responded to 17,558 service calls in 2019. Of these service calls, 11,252 were emergency medical responses. Of the 11,252 emergency medical calls, 10,254 patients were transported to the hospital. On emergency medical calls, the Fire Department responds with a fire engine or truck with three to four firefighters, including a minimum of one paramedic.

A fire engine or truck responds to medical calls to provide faster care and treatment and to provide additional personnel to assist with patient lifting and packaging. Roseville Fire Department is typically the first to arrive on scene and initiate patient care.

The proposed Emergency Medical Services First Responder Fee Ordinance would add an Emergency Medical Services First Responder Fee of \$353.71 to be billed to a patient who receives advanced life support service, basic life support services, or other medical services requiring immediate transportation to a hospital.

“Advanced life support services” means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel.

“Basic life support services” means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

The Emergency Medical Services First Responder Fee can be fully or partially covered by insurance carriers. The Emergency Medical First Responder Fee is a separate fee than the ambulance transport fee and is meant to cover the actual costs incurred by the Roseville Fire Department in providing the higher level of emergency medical services outlined above.

The proposed ordinance contains a required compassionate billing policy that will allow any patient who does not have insurance, or who is otherwise unable to make full payment, the ability to request a waiver or reduction in the fee, based on their individual circumstances.

Local government fire department services have evolved and expanded well beyond traditional fire suppression, generally supported by sales and property taxes. The change in balance from fire suppression to an “All Hazards” emergency response department (i.e. emergency medical services (EMS), hazardous materials mitigation, and technical rescue) has required a fee-based approach for recovery of the costs related to the enhanced medical services being provided.

Additionally, the Emergency Medical Services First Responder Fee is paid by any person receiving advanced life support services, basic life support, or other medical services requiring immediate transportation to the hospital from the Roseville Fire Department, regardless of whether they are a resident of Roseville or not. This means those individuals visiting Roseville (whether for work or leisure) who utilize the services described above will proportionately pay their share of the costs related to the services rendered. Traditional property taxes or even sale taxes would not otherwise account for these out of town users of Roseville Fire Department services.

The Emergency Medical Services First Responder Fee is not a new concept. There are numerous fire agencies in California that charge such a fee, including:

Sacramento Area Agencies

City of Sacramento Fire Department
Consumes Fire District (Elk Grove and Galt)
Folsom Fire Department
Sacramento Metropolitan Fire District
South Placer Fire Protection District
Rocklin Fire Department

Agencies outside the Sacramento Area

Alameda County Fire Department
Albany Fire Department
Berkley Fire Department
Contra Costa Fire Protection District
Corte Madera Fire Department
Dixon Fire Department
Moraga-Orinda Fire Protection District
San Ramon Valley Fire Protection District
Long Beach Fire Department

It is important to note that the emergency services described above will always be provided without regard to whether a person is insured by an insurer, has the ability to pay the emergency medical services first responder fee, or has or has not paid the emergency medical services first responder fee in the past.

FISCAL IMPACT

The fee is expected to generate \$1,210,225 in cost recovery from medical or auto insurance payments for emergency medical response, treatment, and care provided by Roseville Fire personnel on fire engines or trucks.

The revenue projection is based on the number of patients transported by ambulance last year (10,254) multiplied by \$353.71 (Emergency Medical Services First Responder Fee) multiplied by the expected collection percentage (35%).

The \$353.71 fee was determined by totaling the hourly benefitted rate of an engine or truck company personnel, indirect cost recovery rate, apparatus, durable medical equipment, and medical supplies used by first responders. The First Responder Fee would only be charged to patients that receive advanced life support services, basic life support services, or other medical services requiring immediate transportation to a hospital. Patients who are not transported to the hospital would not be assessed the fee.

At 100% recovery, the fee could create an additional \$3,497,517 in annual cost recovery, but \$2,287,292 is anticipated to be waived or written off due to the compassionate billing policy or capitation of Medicare or Medi-Cal reimbursement. The anticipated revenue from the new fee is \$1,210,225 annually.

The City will conservatively budget for the first fiscal year of the new General Fund revenue for fiscal year 2021-22.

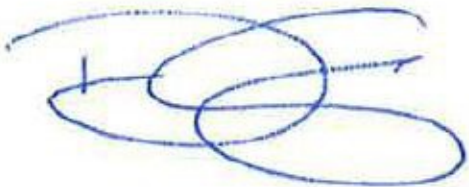
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The EMS First Responder Fee meets the above criteria and is not subject to CEQA. No additional environmental review is required

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.27
OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING
EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.27 of Title 9 of the Roseville Municipal Code is hereby added to
read as follows:

Chapter 9.27

EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE

9.27.010 Purpose.

The purpose of these provisions is to allow for the collection of fees related to the cost of providing advanced life support services, basic life support services, or other medical services requiring immediate transportation to the hospital. The emergency medical services first responder fee is required to cover the costs of advanced life support services, basic life support services, or other medical services resulting in immediate transportation to a hospital, that the Fire Department provides to both city residents and nonresidents.

9.27.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. “Advanced life support services” means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel.

B. “Basic life support services” means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

C. “City” shall mean the City of Roseville.

D. “Fire chief” means chief of the City of Roseville fire department or his or her designee.

E. “Fire department” means the city fire department, including its employees.

F. “Hospital” shall have the same meaning as defined in California Health and Safety Code section 1797.88, as may be amended from time to time.

G. “Emergency medical services first responder fee” means the fee established pursuant to this chapter and charged to each recipient to whom the city provides advanced life support, basic life support, or other medical services requiring immediate transportation to a hospital, in order to recover the costs for providing such services.

H. “Insurer” means the recipient’s medical insurance provider.

I. “Recipient” means the person to whom the city provides advanced life support services, basic life support services, or other medical services requiring immediate transportation to a hospital.

9.27.030 Emergency medical services first responder fee.

A. The city council shall, by resolution, adopt and amend from time to time an emergency medical services first responder fee to recover the reasonable costs incurred by the fire department in providing advanced life support services, basic life support services, or other medical services requiring immediate transportation to a hospital, and processing the emergency medical service first responder fee, including administrative costs.

B. The emergency medical services first responder fee shall be charged to each recipient and/or a recipient’s insurer, whether a city resident or nonresident, who receives advanced life support services, basic life support services, or other medical services requiring immediate transportation to a hospital, from the fire department during a single incident.

9.27.040 Fee collection.

A. Policies for Discharging Accountability.

1. The fire chief will develop policies and procedures for invoicing, billing, and receiving payments for each fee charged under this chapter and will coordinate the administration with any contracted third party service provider, if applicable. The policies and procedures will include a process to discharge from accountability accounts that are not collectible.

2. The fire chief may establish a compassionate billing policy. Such policy may include waiver of the emergency medical services first responder fee for recipients who qualify under the compassionate billing policy.

3. The city shall accept the payment from an insurer as the full payment for the recipient's emergency medical services first responder fee obligation.

B. The fire chief may delegate all or some of the tasks required for the administration of the emergency medical services first responder fee. Administration of the emergency medical services first responder fee will consist of tasks including but not limited to, tracking of services provided by the fire department under this chapter, identification of financially responsible parties, calculation of total fees to be charged, invoicing and payment collection, and the processing of waiver requests and appeals, if permitted.

C. When the fire department provides advanced life support services, basic life support services, or other medical services requiring immediate transportation to a hospital, to a person, the fire chief, shall bill the recipient and the insurer, if any, for payment of the emergency medical services first responder fee. In the case of a minor, the fire chief shall bill the parent or guardian of the recipient who received the services and the insurer, if the person, or his or her representative, has identified to the fire department the insurer to which the invoice should be sent.

9.27.050 No effect on emergency medical first responder services.

This chapter neither expands nor limits services. These services will continue to be provided without regard to whether a person is insured by an insurer, has the ability to pay the

emergency medical services first responder fee, or has or has not paid the emergency medical services first responder fee in the past.

9.27.060 Non-exclusive remedy.

A. Notwithstanding the provisions of this chapter, the city shall not be prevented from taking any other civil or criminal action to abate the acts constituting a violation of this chapter.

B. Notwithstanding the provisions of this chapter, the city shall retain the option to utilize any other legal remedies for recovery of costs of the emergency medical services first responder fee.

9.27.070 Appeal.

A. Any recipient wishing to contest an invoice regarding the emergency medical services first responder fee imposed under this chapter must submit a written request for reconsideration to the fire chief, explaining the reasons for requesting a reconsideration, within thirty (30) calendar days of the date of receiving the invoice for the emergency medical services first responder fee. The fire chief will review the written request, make a final decision on the request, and notify the party in writing within thirty (30) calendar days of receiving the request to reconsider.

B. If the aggrieved party is unhappy with the fire chief's decision, the party may appeal to the city manager, or his or her designee, by filing a written notice with the city clerk within fourteen (14) calendar days of the fire chief's written notice of decision.

9.27.080 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1015
File #: 0800-07

Title: Community Inclusion Initiatives
Contact: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 9.1.

RECOMMENDATION TO COUNCIL

In response to Council direction to develop a framework to explore opportunities to raise awareness in the community around anti-racism and inclusivity issues, staff requests the City Council add a fourth strategy to the City council's four-year strategic plan under **Goal C: Maintain a Safe and Healthy Community:** *Strengthen inclusiveness and anti-racism efforts in partnership with the community.* In addition, staff requests Council's direction on public engagement efforts to support this strategy, which also ties in to **Goal B: Support Community Engagement and Advocacy.**

BACKGROUND

At its June 17 meeting, the City Council developed consensus to direct staff to develop a framework with community partners to explore opportunities to raise awareness around anti-racism and inclusivity issues and strategies, including community conversations and identifying things we need to do or change to make Roseville a community that feels inclusive to everyone.

Research

While Placer County is currently 70% white, 17% Hispanic and 8% Asian/Pacific Islander, based on the most recent Census data, projections show a decline in the percentage of population that is white and an increase in the percentages of population that are Asian and are Hispanic.

As Roseville grows, its increasing diversity brings opportunity. As recognized in the Sacramento Area Council of Government's 2019 Prosperity Strategy Framework with research performed by the Brookings Institute, an economically prosperous region must tackle both growth and inclusion...treating inclusion as an essential input to any decision making, instead of a separate policy consideration.

To facilitate inclusion in our community and make Roseville a welcoming place to people of all backgrounds, staff has met with community and regional leaders, participated in webinars, and researched the complexities of the issue with the help of subject-matter experts. This has included the Government Alliance on Race and Equity, California Commission on the Status of Women

and Girls, American Leadership Forum's Implicit Bias initiative, National League of Cities, League of California Cities, and International City and County Management Association.

Actions to Date

- Conducted staff-facilitated *Appreciating Differences* training with employees throughout the City, reaching nearly all employees in 2016-2017
- Holds Police Citizen Academy each year, including a virtual one during this pandemic
- City Council added advocacy for funding and policies for body-worn cameras for the Roseville Police Department to its 2020 State and Federal Legislative Platform.
- Joined the Government Alliance on Race and Equity in August 2020
- Reached out to Global Marketplace, a Rocklin-based non-profit that had applied for funding from the Citizens Benefit Fund through the Grants Advisory Committee. Global Marketplace sponsors nine-week Conversations on Racial Healing with small cohorts of 12-15 people who are interested in these issues, want to create connections and cohesiveness that strengthen our community, and build awareness of the issues.

Next steps for consideration

- Conduct Conversations on Racial Healing workshops with Global Marketplace for interested Roseville residents and businesses; determine whether to wait for in-person participation
- Conduct awareness campaign on importance of diversity, equity, and inclusion
- Integrate work from the City's Inclusion Committee as appropriate with community-based groups focusing on inclusion and diversity initiatives.

FISCAL IMPACT

The \$10,000 budget this fiscal year for this effort will come from the General Fund contingency budget. This includes \$5,000 for membership in Government Alliance on Race and Equity, \$1,000 per workshop with Global Marketplace, funding for outreach and awareness opportunities.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A presentation of community inclusion initiatives meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Megan MacPherson, Deputy City Manager

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 1018

File #: 0102

Title: League of California Cities Annual Conference - Consideration of Conference Resolution

Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 10/7/2020

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council provide direction to the City's voting delegate to approve Resolution 1 being considered at the League of California Cities Annual Conference.

BACKGROUND

This year's League of California Cities Annual Conference is being held October 7-9, 2020. This year, with so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors, and guests as their priority, the Board Executive Committee made the decision to transform the annual conference into a virtual event. The annual business meeting will be held on Friday, October 9, at 11 a.m. when the membership takes action on Conference resolutions.

Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. At the September 2, 2020 City Council meeting, the Council appointed Vice Mayor Krista Bernasconi as the City's voting delegate.

Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

DISCUSSION

The League of California Cities has identified one resolution to be considered at the upcoming annual conference. The following is a brief description of the resolutions including staff's recommendation:

Resolution 1- (Recommended Position: Approve) – Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law

enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos, which initiated the resolution supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts.

Recently, the City of Cerritos suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

Congress is currently reviewing antitrust legislation and, by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

Staff recommendation: The City supports this resolution as it would hold social media companies liable for their role in promoting criminal acts and would hold online platforms responsible and liable for any direct harm they facilitate on their platforms. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

FISCAL IMPACT

There is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Stating policy priorities meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Deputy City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

League 2020 Resolution Attachment A



***Annual Conference
Resolutions Packet***

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Craft
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax (562) 866-0505 • www.lakewoodcity.org • Email: service1@lakewoodcity.org

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



COUNCIL COMMUNICATION

CC #: 1042
File #: 0102-11

Title: Tobacco Use Among Placer County Youth
Contact: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 9.3.

RECOMMENDATION TO COUNCIL

To hear a presentation on usage of tobacco products among Placer County youth from the Tobacco Control Program's Aimee McGrath of Placer County Health & Human Services Department.

BACKGROUND

By consensus at its February 2 meeting, City Council requested a presentation on tobacco usage among Placer County youth. A representative from the Placer County Department of Health & Human Services' Tobacco Control Program will provide an overview of the issue.

FISCAL IMPACT

There is no fiscal impact resulting from this presentation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The action of reviewing legislation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Megan MacPherson, Deputy City Manager

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Tobacco Education Presentation

Public Opinion Poll

Tobacco Retailers



PUBLIC HEALTH DIVISION
TOBACCO CONTROL PROGRAM

Strategies for Reducing Youth Access to Tobacco Products

Placer County Tobacco Control Program
Amie McGrath and Cassie Call



Placer County Tobacco Control Program

- Local Lead Agency of the California Tobacco Control Program - Funded by Prop 99/Prop 56
- Focus on policy, systems, and environmental changes surrounding tobacco use
- Located within the Public Health Division

Tobacco Definition

- Tobacco Product means:

(A) A product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

(B) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

(C) Any component, part, or accessory of a tobacco product, whether or not sold separately.



Tobacco Lingo

- **Tobacco:** cigarettes, chew, smokeless, hookah, cigars/cigarillos, e-cigarettes
- **Smokeless Tobacco or Chew:** tobacco that is not burned or heated
- **Tobacco Retailer:** any store that sells tobacco products
- **E-cigarettes:** e-cig, JUUL, mod, vape pens, vape, tank, e-hookah, ENDS, ESD



Current Tobacco Ordinances in Placer County

- City of Auburn
 - Updated tobacco definitions
 - Tobacco Retail License
 - \$850/year
 - Tobacco Retailer Density
 - Youth possession/education
- City of Rocklin
 - Tobacco Retailer Density
- Smoke Free Parks
 - City of Auburn
 - City of Lincoln
 - Town of Loomis
 - City of Rocklin
 - City of Roseville



Youth Tobacco Use

- Flavors marketed to youth
- Masks the harsh taste of tobacco
- Lowers teens' perception of harm from tobacco
- 4 out of 5 youth who vape start with a flavored product
- 88% of adult smokers reported trying their first cigarette by 18 years old



Youth Tobacco Use

- Despite raising the age of purchase to 21...
 - In 2018, 19% of California tobacco retailers sold to underage young adults
 - Smoke shops and vape shops were the most common type of store to sell to a minor



Strategies to Reduce Youth Tobacco Use



Tobacco Retail Density

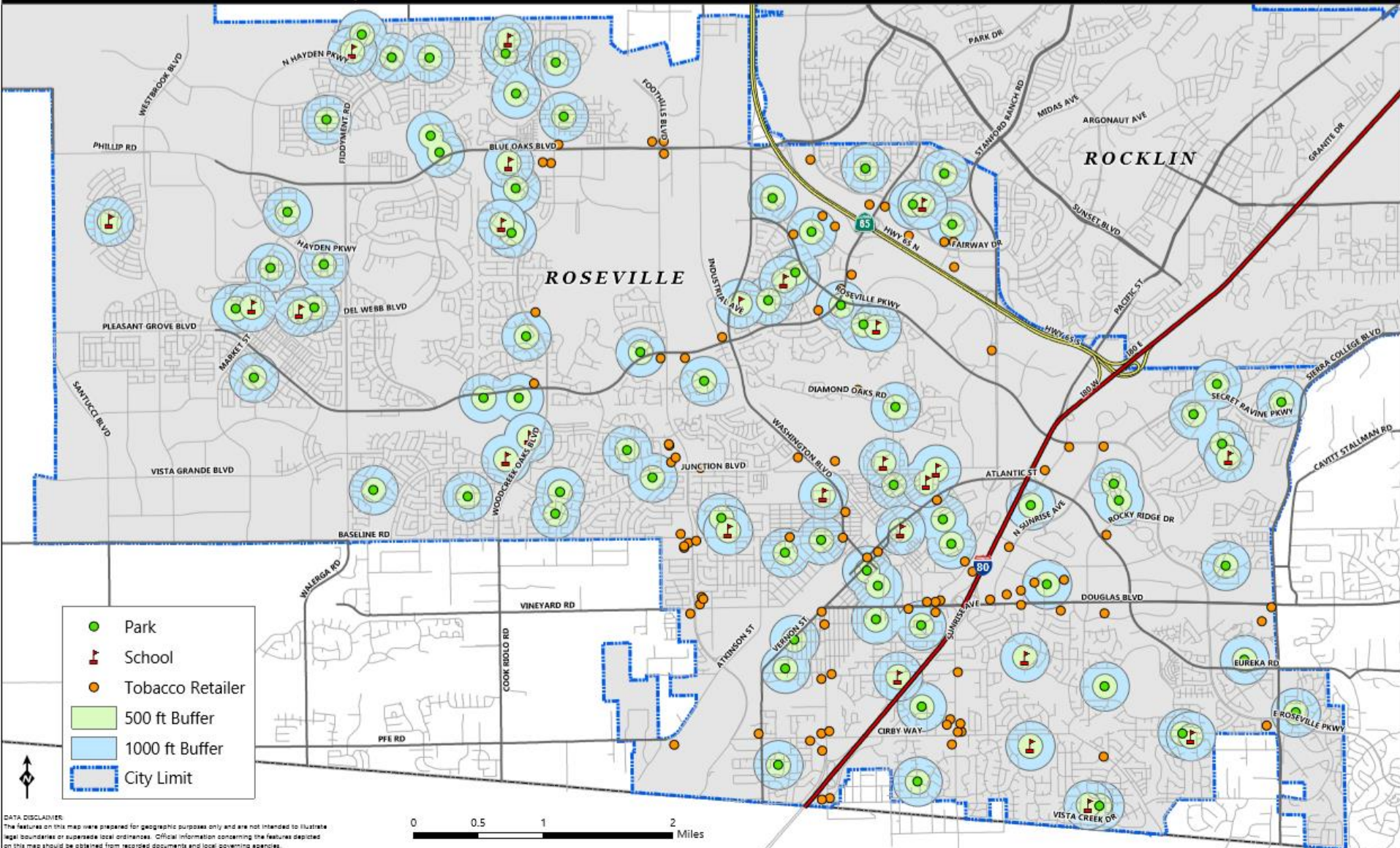
- Aims to decrease density of tobacco retailers in a city and near schools and parks
- In the City of Auburn- requires tobacco retailers to be 1,000 feet from any school or park and 500 feet from each other
- Those currently established will be “grandfathered” in



Tobacco Retail Density

- Why?
 - 85% of retailers near schools in Placer County sell flavored non-cigarette tobacco products
 - 1/3 of illegal sales happen within 1,000 feet of a school
 - Decrease amount of exposure youth have to tobacco products and marketing
 - Less competition for businesses that currently exist

Proximity of Tobacco Retailers to Schools and Parks in Roseville, CA



DATA DISCLAIMER:
The features on this map were prepared for geographic purposes only and are not intended to illustrate legal boundaries or supersede local ordinances. Official information concerning the features depicted on this map should be obtained from recorded documents and local governing agencies.

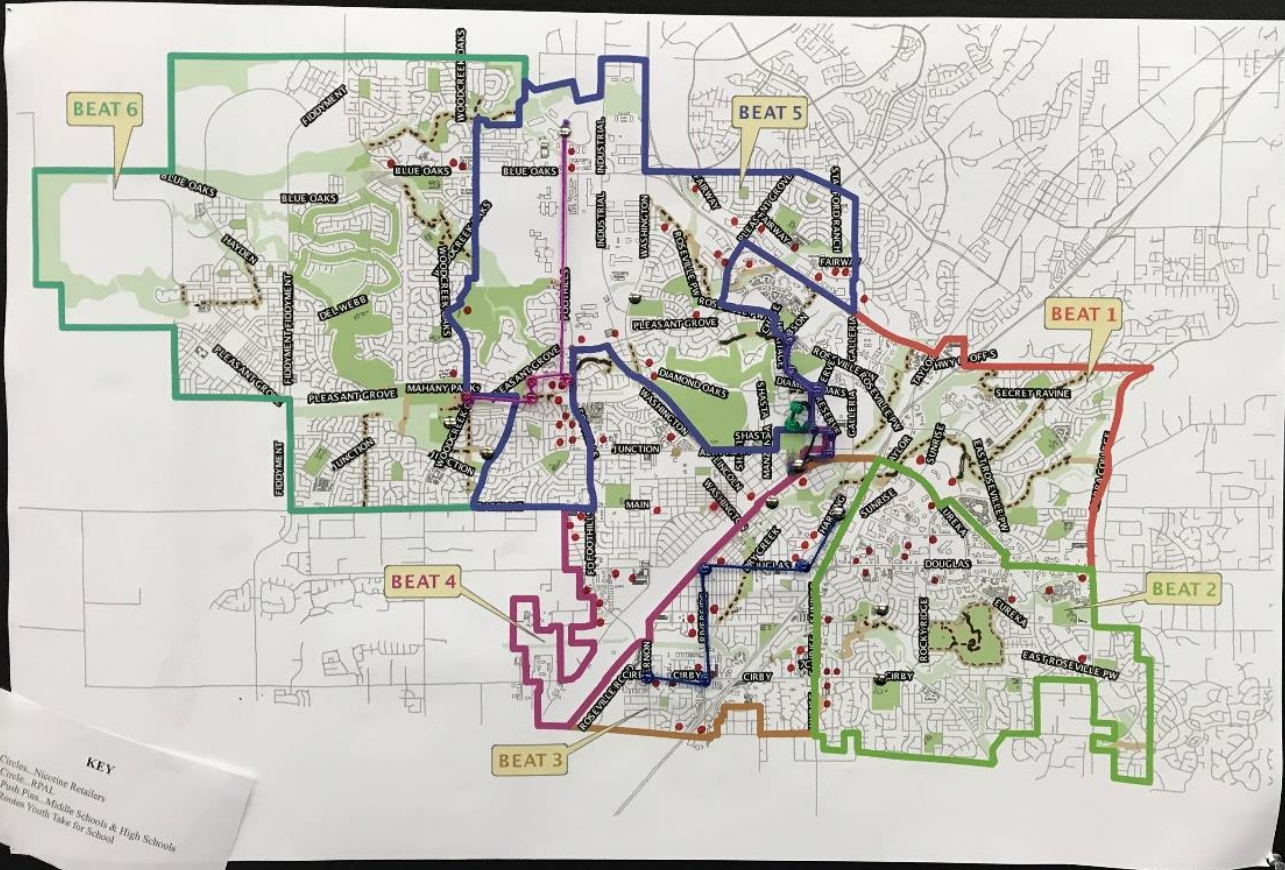
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Date: 7/30/2019

RPAL Project

Density Map of Nicotine Retailers, Middle Schools & High Schools in City of Roseville



RPAL Project





Tobacco Retail Licensing

- Local license that all tobacco retailers in the city must obtain in order to sell tobacco products
- 156 jurisdictions in California have tobacco retail licensing ordinances (May 2019)
- Fees for similar cities and program goals range from \$500-1,000
- Creates a sustainable enforcement and education program
- Age Verification Technology



Flavors Ban

- “Flavored tobacco products” or “flavored tobacco”
 - Describes all tobacco products that have an added flavoring
 - Includes cigarettes, smokeless tobacco, little cigars and cigarillos, large cigars, dissolvables, hookah, and e-juice
 - This includes everything that is NOT tobacco flavored



Existing Flavors Bans

- In California:
 - Auburn, 2019
 - San Carlos, 2019
 - Larkspur, 2019
 - Sacramento, 2019
 - Albany, 2019
 - Corte Madera, 2019
 - Hermosa Beach, 2019
 - San Pablo, 2018
 - Alameda, 2018
 - Santa Cruz, 2018
 - Marin County, 2018
 - Saratoga, 2018
 - Half Moon Bay, 2018
 - Portola Valley, 2018
 - Beverly Hills, 2018
 - Richmond, 2018
 - Sausalito, 2018
 - Mono County, 2018
 - Windsor, 2018
 - Cloverdale, 2018
 - Fairfax, 2017
 - San Leandro, 2017
 - Palo Alto, 2017
 - Oakland, 2017
 - Contra Costa County, 2017
 - Los Gatos, 2017
 - Novato, 2017
 - Santa Clara county, 2016
 - Yolo County, 2016
 - Manhattan Beach, 2016
 - El Cerrito, 2016
 - Berkeley, 2015
 - Sonoma, 2015
 - Sonoma, 2015
 - Hayward, 2014



58%

of survey respondents believe it is easy for youth under the age of 21 to obtain tobacco products



85%

of survey respondents would support a ban on the sale of flavored tobacco products in the City of Roseville



90%

of survey respondents would support an ordinance prohibiting new tobacco retailers from opening up a shop 1,000 feet from a school and park, and 500 feet from another tobacco retailer



88%

of survey respondents would support tobacco retailers paying an annual fee that would allow for tobacco retailer education and enforcement



Federal Regulations

- Flavors Ban (2/6/20)
 - Bans all flavored pods/cartridges, ex. JUUL
 - Exemptions include
 - Menthol flavors
 - Bottled e-juice
 - Disposable vaping devices
 - Cigarettes, chew, cigarillos
- Pre-Market Review
 - Vaping products that were on the market as of August 8, 2016 are subject to compliance policies
 - Applications must be submitted to the FDA by May 12, 2020.



State Regulations

- SB-793 Proposed flavors ban
 - Bans all flavored tobacco products across the board
 - Includes cigarettes, vaping products, cigars, cigarillos, etc.



Questions?

Amie McGrath
Placer County Tobacco Control Program
(530) 886-3629
amcgrath@placer.ca.gov

Tobacco in the Community: Public Opinion Poll Roseville

With youth vaping rates reaching epidemic proportions, many communities are exploring strategies to reduce the availability of tobacco products marketed towards youth. To better ensure the health and safety of our youth, the Placer County Tobacco Control Program, with the help of local community groups, distributed a community-wide survey to gather feedback for potential concepts regarding a comprehensive youth tobacco prevention ordinance.

Surveys have been gathered electronically from January 22, 2020 - February 18, 2020. A total of 100 responses were received from persons who live, work, learn, shop, or play in the City of Roseville. Approximately 98% of survey respondents do not regularly smoke or vape.



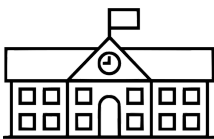
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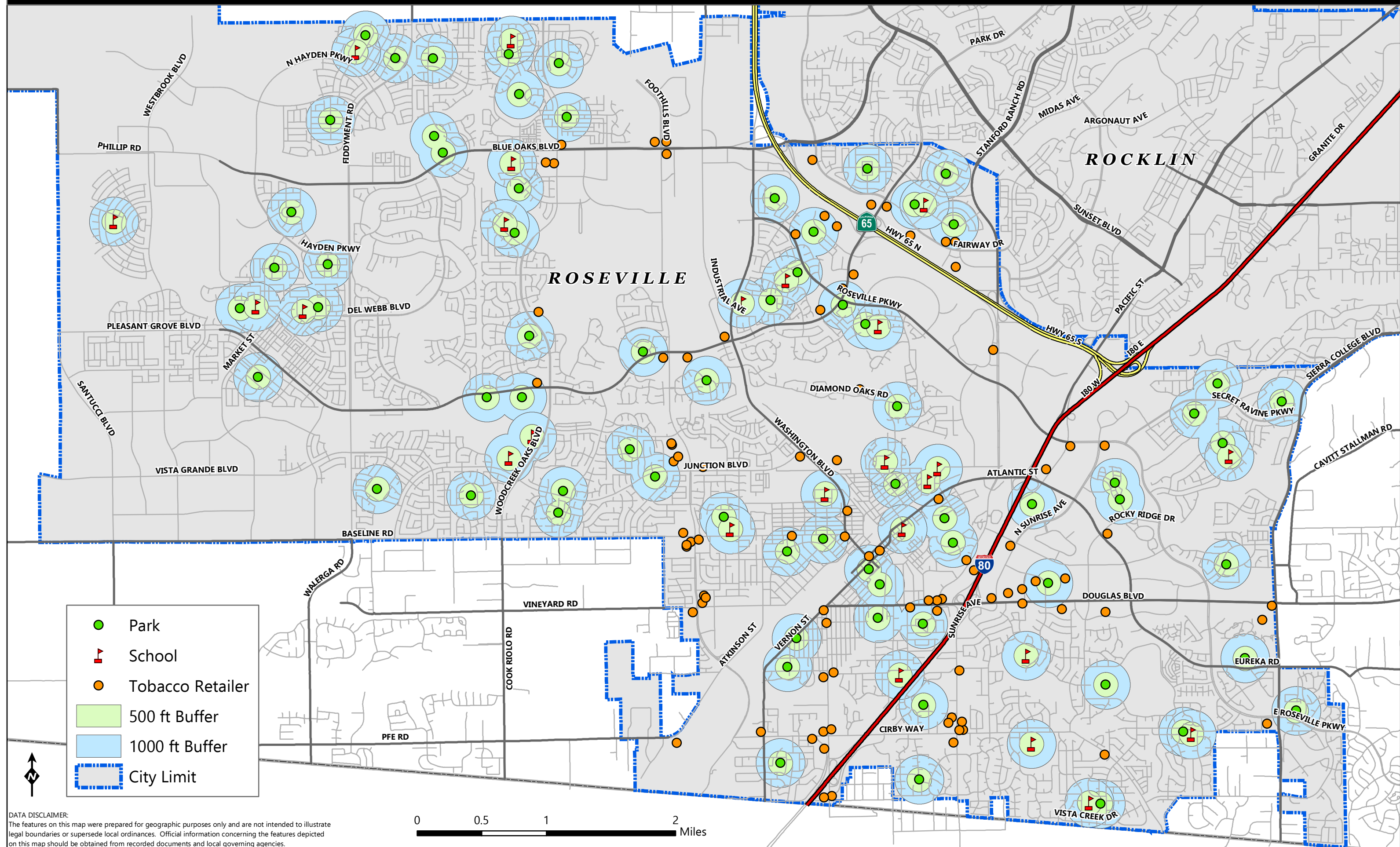


88%

of survey respondents would support tobacco retailers paying an annual fee that would allow for tobacco retailer education and enforcement

**For more information, contact the
Placer County Tobacco Control Program at 530-886-3629**

Proximity of Tobacco Retailers to Schools and Parks in Roseville, CA



DATA DISCLAIMER:
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COUNCIL COMMUNICATION

CC #: 1013
File #: 0800-05

Title: 2020 Technology Work Plan & Information Technology Updates
Contact: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Meeting Date: 10/7/2020
Item #: 10.1.

RECOMMENDATION TO COUNCIL

This is an informational item. There is no recommendation for action requested with this department update presentation.

BACKGROUND

The Information Technology Department seeks to inform and update the City Council on the Citywide Technology Work Plan for this fiscal year. This presentation is intended to increase transparency, share achievements as well as upcoming technology challenges our City may face.

FISCAL IMPACT

There is no fiscal impact as a result of this informational report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. An informational update meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Morgan Flowers, Senior Business Systems Analyst

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, City Manager