AGENDA
January 9, 2019

CITY COUNCIL MEETING
HOUSING SUCCESSOR AGENCY MEETING
7:00 p.m.
Council Chambers
311 Vernon Street, Roseville, California
www.roseville.ca.us

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.

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. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Valve Actuator Purchase Order

Memo from Preventative Maintenance Coordinator Steve Bazilllion and Environmental Utilities Director Richard Plecker recommending Council approve a purchase order with Harold Beck & Sons, Inc. for seventeen valve actuators. The valve actuators will replace actuators that have reached the end of their useful life. Total cost of the new valve actuators is $135,728.01. Funding is included in the approved FY2018-19 Water Operations budget.

CC #: 9721

File #: 0203-09

CONTACT: Steve Bizallion 916-746-1859 sbizallion@roseville.ca.us

Resolutions

6.2. Contract Program Instructor Agreements

Memo from Recreation Coordinator Typhanie Ricci Western and Parks, Recreation and Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 19-07 APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTH AMERICAN YOUTH ACTIVITIES, LLC DBA KIDZ LOVE SOCCER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-08 APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TIMOTHY BOWEN DBA PLAY-WELL TEKNOLOGIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-09 APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOUG CHRISTENSEN DBA MAD SCIENCE OF SACRAMENTO VALLEY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the agreements to provide instructors for various class offerings in the Parks, Recreation & Libraries Department and authorize the City Manager to execute the remaining three (3) one (1) year renewals with each company without further Council approval, pending budget approval. Each agreement cost is based on a percentage of program registration being paid to the organization. Estimates for each program over the entire four years can vary based on actual enrollment: Kidz Love Soccer $140,000.00; PlayWell TEKnologies $140,000.00, and Mad Science $100,000.00. The programs fully recover all associated costs. There is no General Fund impact. Funding is included in the Parks, Recreation & Libraries FY2018-19 approved budget and will be included in the FY2019-20, FY2020-21 and FY2021-22 budget requests.

CC #: 9730

File #: 0704

CONTACT: Typhanie Ricci Western 916-774-5963 tricci@roseville.ca.us

6.3. Civic Plaza at Royer Park - Legacy Program and Concept Design

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 19-06 APPROVING A LEGACY PROGRAM AND CONCEPT DESIGN FOR THE CIVIC PLAZA AT ROYER PARK. The proposed design includes powder coated aluminum plaques in the shape of a fish, frog, turtle or bird that will be standardized and secured onto the vertical surfaces of the stairs, ramps, and plaza at Royer Park. The plaques would be engraved with the employees name and years of service. The fiscal impacts are minimal requiring some administration in collecting plaque orders, coordinating fabrication of the plaques and installation. This program is intended to be self-funded and without General Fund support with the exception of staff time.

CC #: 9729

File #: 0600-06

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

6.4. Conflict of Interest Disclosure Amendment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 19-01 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 18-16. The Fair Political Practices Commission requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Annual filing of Statements of Economic Interest Form 700 enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in January 2018. There is no fiscal impact.

CC #: 9723

File #: 0503-02

CONTACT: Audrey Byrnes 916-774-5268 abyrnes@roseville.ca.us

6.5. Electric Interconnection Contract Amendment

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 19-10 APPROVING AMENDMENT 2 (FIDDYMENT SECOND PHASE) TO THE CONTRACT FOR INTERCONNECTION, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve Amendment 2 to Contract 04-SNR-00850 to enable the Western Area Power Administration to perform required work in support of the installation of a second transformer at Fiddyment Substation in the amount of $321,400.00 and authorization for the Electric Utility Director or her designee to approve and pay for contract change orders that

could increase the contract amount by no more than 10%, or $32,140.00, for a total of $353,540.00. Funds are included in the Electric Department FY2018-19 budget.

CC #: 9731

File #: 0800-03

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

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

6.6. Dry Creek Wastewater Treatment Plant Cogeneration Project - Professional Design Services Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 19-05 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6046 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests an amendment to the professional design services agreement with Brown and Caldwell for the Dry Creek Wastewater Treatment Plant Cogeneration project. The scope of the original agreement included the known tasks at the time of development but all parties were aware that the project would require an increased effort and additional tasks once the project further developed to accurately refine the scope. The requested budget adjustment will transfer $529,482.00 from the Wastewater Rehabilitation Fund to the project. This amount will fund design and construction period services for the project, which is currently under construction. The remainder of the project funds will be used to complete design and construction period services for the project.

CC #: 0900-02-02-1 & 0201-01

File #: 9728

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.7. Maidu Regional Park Dug-Out Expansion - Grant Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 19-03 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6045 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN

APPROPRIATION MEASURE. Placer Valley Tourism offers grant funds to cities within their jurisdiction to help improve existing facilities that support sports tourism in the region. Placer Valley Tourism has informed the City of a $100,000.00 grant award to upgrade and expand the dug-outs at Maidu Regional Park. The approval of the grant agreement formalizes the provision and acceptance of $100,000.00 toward the project. There is no impact to the General Fund.

CC #: 9725

File #: 0214 & 0201-01

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

Ordinances (for second reading and adoption)

6.8. Second Reading - Sierra Vista Community Facilities District No. 2 - Public Facilities

ORDINANCE NO. 6047 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

CC #: 9733

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Reports / Requests

6.9. Out of State Travel Request - Police Department

Memo from Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun requesting Council pre-approve two members of the Police Department's Explosive Ordnance Disposal Unit to travel out of state to four mandatory trainings. Locations generally are Alabama or New Mexico. All expenses including travel, lodging, tuition, and per diem are covered by the federal government and there are no costs to the City.

CC #: 9726

File #: 0600-02

CONTACT: Traci Drake 916-746-1081 tdrake@roseville.ca.us

6.10. 2018 Development Agreement Review

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Mike Isom recommending Council accept the City's development agreement review for the period of January 1, 2018 to December 31, 2018. Pursuant to the California Government Code and Municipal Code Section 19.84.080, the City is obligated to complete an annual review of all active development agreements to ensure all parties have made a good faith effort to comply with the terms and conditions of their respective development agreements. Staff have determined that all parties are in compliance with their respective agreements for the 2018 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 #: 9720

File #: 0400-05

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Retired Annuitant 180-Day Wait Period Exception

Memo from Assistant Human Resources Director Hedy Deghan and Human Resources Director Stacey Peterson recommending Council adopt RESOLUTION NO. 19-11 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. This action would allow retiring Senior Engineer, Raul Cervantes, to be rehired as an annuitant, without waiting the 180 days after retirement waiting period to provide consulting support until completion of the Downtown Bridges and Oak Street Parking Garage projects.

CC #: 9732

File #: 0600

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

8. ORDINANCES

8.1. Staffing Allocation and Salary Schedule Changes

Memo from Human Resources Director Stacey Peterson recommending Council adopt ORDINANCE NO. 6048 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6027, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX “O” TO BE EFFECTIVE JANUARY 19, 2019, AS AN URGENCY MEASURE. Staff recommends City Council approve the addition of 8 new allocations and one reclassification of a Finance Analyst position to a new Finance Utility Billing Analyst classification on the citywide allocation schedule. Staff has also completed job analysis work and is recommending that City Council approve Local 39 A & B salary schedules reflecting the addition of the Finance Utility Billing Analyst I/II classification and the corresponding salary schedules. Funding for the positions is included in the Electric and Environmental Utilities’ capital improvement project budgets. Total fiscal impact of this action in FY2018-19 is $459,474.00.

CC #: 9734

File #: 0600-01

CONTACT: Stacey Peterson 916-774 5374 SLPeterson@roseville.ca.us

9. APPOINTMENTS

9.1. Boards and Commissions Bi-Annual Vacancies

Memo from Deputy City Clerk Kelly Aye and City Clerk Sonia Orozco recommending Council appoint four (4) individuals to the Board of Appeals with terms expiring December 31, 2022 from the applications received from: Joseph Bales, Basil Deem, Ivann Edmund Greene, Tammy Ingram, Arthur J. Pauly, Andrea Seminer, Kulvinder Singh, and Bema Yeo; appoint three (3) individuals to the Library Board with terms expiring December 31, 2022 from the applications received from: Stephanie Brown, Maria Fisk, Barbara Mortkowitz, Andrea Seminer, and Patricia Wick; appoint three (3) individuals to the Parks and Recreation Commission with terms expiring December 31, 2022 from the applications received from: Stephanie Brown, Christopher Cheshire, Linda Cunningham, Basil Deem, Eric Eisenhammer, Cynthia Perez-Whitecotton, Andrae Randolph, John Raniseski, Ryan Schrader, Nicholas Shepard, Regina Souchek, Roy Stearns, and Herman Williams; appoint two (2) individuals to the Personnel Board with terms expiring December 31, 2022 from the applications received from: Scott Olsen, Jeffrey Thorne, Bema Yeo; appoint two (2) individuals to the Transportation Commission with terms expiring December 31, 2022 from the applications received from: Joseph Bales, Christopher Cheshire, Doyle Radford Jr., John Raniseski, and Jeff Short.

CC #: 9722

File #: 0103 & 0103-41-02 & 0103-04-02 & 0103-05-02 & 0103-06-02 & 0103-13-02

CONTACT: Kelly Aye 916-774-5264 kaye@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation.

10.1. Downtown Roseville Property and Business Improvement District Renewal

Memo from Economic Development Analyst Wayne Wiley and Economic

Development Director Laura Matteoli recommending Council open the public hearing for the renewal of the Downtown Roseville Property and Business Improvement District and receive public testimony. After which, the public hearing will be closed and the City Clerk will be directed to tabulate assessments ballots. Following the tabulation of submitted ballots, if there is no majority protest, the City Council shall adopt RESOLUTION NO. 19-02 RENEWING THE DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, APPROVING THE ASSESSMENT FORMULA AND LEVYING THE ASSESSMENTS. The Downtown Roseville Property and Business Improvement District will be renewed for a term of ten years. If renewed, the district would generate approximately $222,931.33 on an annual basis, of which the total annual assessment on City-owned parcels will be $67,025.72.

CC #: 9724

File #: 0206-10-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

10.2. HOUSING SUCCESSOR - Junction Crossing Project - 120 Pacific Street - Disposition and Development Agreement

Memo from Housing Analyst Trisha Isom and Economic Development Director Laura Matteoli recommending Council adopt HOUSING SUCCESSOR AGENCY RESOLUTION NO. 19-04 APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT, BY AND BETWEEN JUNCTION STATION, LP AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will formalize the City's Disposition and Development Agreement with Junction Station, LP, which is owned and controlled by developer St. Anton Communities, for the development of 120 Pacific Street with 80 affordable housing units utilizing City and housing successor affordable housing funds and the sale of City property. No General Fund resources will be used for this project.

CC #: 9727

File #: 0709-03-02

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 9721
File #: 0203-09

Title:	Valve Actuator Purchase Order
Contact:	Steve Bizallion 916-746-1859 sbizallion@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council authorize award of a purchase order to Beck, Harold Beck & Sons, Inc. for the sole source purchase of seventeen valve actuators for the Barton Road Water Treatment Plant. The total cost of the valve actuators is $135,728.01.

BACKGROUND

Seventeen valve actuators at the Barton Road Water Treatment Plant have reached the end of their useful life and require replacement. Fourteen of the actuators control the rate control, backwash, and filter to waste functions of our water filters. The existing valve actuators are beginning to experience intermittent failures.

The other three valve actuators are to replace the fifteen year old actuators that control the large valves regulating the outflow from the plant. These actuators are outdoors and age faster because they are subjected to weather conditions.

The Barton Road Water Treatment Plant has standardized on Beck valves due to their robust construction and reliability.

FISCAL IMPACT

The total cost of this project is $135,728.01. Funding is included in the approved FY2018-19 Water Operations Budget (08421).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

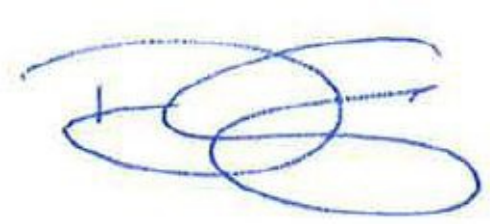
ENVIRONMENTAL REVIEW

The proposed project involves the repair of 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,

Steve Bizallion, EU Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 9730
File #: 0704

Title:	Contract Program Instructor Agreements
Contact:	Typhanie Ricci Western 916-774-5963 tricci@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt resolutions to approve the contract program instructor agreements with North American Youth Activities, LLC dba Kidz Love Soccer, Timothy Bowen dba PlayWell TEKnologies and Doug Christensen dba Mad Science. Additionally, authorize the City Manager to execute the remaining three (3) one (1) year renewals with each company, without further Council approval, pending budget approval.

BACKGROUND

On August 1, 2018, the City released a Request For Proposals (RFP) for contract program instruction services for the Parks, Recreation & Libraries Department's recreation programs. The main goal of these programs is to improve the quality of life of the Roseville community by providing exceptional programs at a good value to our customers.

The RFP clearly defines the many standards and requirements of contractors and contract instructors when providing programs on the City's behalf. These standards include, but are not limited to: customer service, safety, employee training, employee fingerprint/background checks, and required City provided meetings/trainings as well as specific instructor qualifications based on the scope of service for each of the various program types. The RFP also clearly outlines the ranking criteria used to determine the successful bidders.

Following the closing of the RFP on August 30, 2018, each proposal was evaluated and scored using the following criteria:

1. Understanding the scope of services as defined. (20 points)
2. Completeness and clarity of proposal submitted and methods proposed to meet the City of Roseville requirements. (20 points)
3. Contractor's pay requirements for goods and services provided in comparison to staff to participant ratios, length of program, and number of participants that can be accommodated and/or per class fee for each program. (15 points)
4. Equipment, materials and supplies provided to participants versus equipment, materials and supplies required from program participants and/or City. (15 points)
5. Prior experience; information obtained from references about success of contractor's similar programs. (15 points)
6. Resume of qualifications and experience of personnel who would work to oversee

programs. (10 points)

7. Contractor's completeness and clarity of a quality assurance program including trainings, instructor requirements, and efforts to ensure excellence. (5 points)

All proposals submitted were reviewed by a selection committee. The City's selection committee was composed of various City staff directly involved with Parks, Recreation & Libraries programs. Following selection, the contract scope of work was further negotiated based on City staff recommendations, along with those provided by the proposals.

FISCAL IMPACT

The following are estimates for each program over the entire four years, but can vary based on actual enrollment: Kidz Love Soccer $140,000.00; PlayWell TEKnologies $140,000.00 and Mad Science $100,000.00.
Funding is included in the Parks, Recreation & Libraries FY2018-19 approved budget and will be included in the FY2019-20, FY2020-21 and FY2021-22 budget requests.

ECONOMIC DEVELOPMENT / JOBS CREATED

The program contractors hire local staff which are paid an hourly wage based on the per-participant rate each contractor receives from the City. The per-participant rates vary per program and course. Most per-participant rates average between 25% and 75% of the course fee.

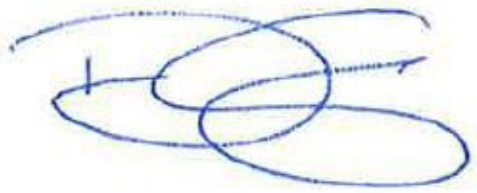
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines §15061(b)(3)). Contract Program Instruction Agreements do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Typhanie Ricci Western, Recreation Coordinator

Dion Louthan, Park, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-07

Program Instructor Agreement_Kidz Love Soccer

Resolution No. 19-08

Program Instructor Agreement_Play-Well TEKnologies

Resolution No. 19-09

Program Instructor Agreement_Mad Science

RESOLUTION NO. 19-07

APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTH AMERICAN YOUTH ACTIVITIES, LLC DBA KIDZ LOVE SOCCER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract instructor agreement to provide instruction related to youth soccer camps and classes, between the City of Roseville and North American Youth Activities, LLC dba Kidz Love Soccer, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CONTRACT INSTRUCTOR AGREEMENT

City of Roseville Parks, Recreation & Libraries Department

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and North American Youth Activities, LLC dba Kidz Love Soccer, a California limited liability company ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, CITY, through the Parks, Recreation & Libraries Department, offers a wide selection of programs and classes for all ages and interests;

WHEREAS, CITY desires the services of instructors to teach such programs and classes;

WHEREAS, CONTRACTOR is qualified and experienced to provide instruction related to youth soccer camps and classes.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence on January 1, 2019 and expire on December 31, 2019. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.

2. Services. As described in the scope of services attached hereto as Exhibit

"A" and incorporated herein by this reference, CONTRACTOR shall provide instruction to participants who are listed on the City of Roseville Parks, Recreation & Libraries Department's roster provided to CONTRACTOR by CITY. CONTRACTOR shall provide all materials, equipment and supplies required to conduct the programs or classes.

CITY shall provide the facility or location for the programs or classes.

3. Compensation. CITY shall pay CONTRACTOR as follows:

a. Classes: $60.00 per participant (eight week class)

b. Camps: $100.00 per participant (one week camp)

If class fees have been prorated, CITY shall pay CONTRACTOR based on the amount of prorated fees collected. CITY shall pay CONTRACTOR within thirty (30) days after the date of the final class. The amount of the compensation may be annually renegotiated by the parties and shall be confirmed in writing.

4. Cancellations. CITY reserves the right to cancel scheduled classes for any reason. CONTRACTOR will not be compensated for cancelled classes.

5. Fingerprinting and Background Checks. CITY, at its sole discretion, may require CONTRACTOR's instructors and volunteers to be cleared and approved through the CITY's fingerprinting and background check process regardless of whether the instructors or volunteers have already been fingerprinted by CONTRACTOR. CITY may require such clearance or approval at any time as a condition of commencing or continuing services under this Agreement. The fingerprinting and background check process shall be performed at CONTRACTOR's cost.

6. Instructor Guidelines and Policies. CONTRACTOR has read and agrees

to abide by the terms of the "Instructor Guidelines and Policies," which is attached as Exhibit "B" and incorporated herein by reference. CONTRACTOR's instructors will also be required to sign an acknowledgement of their agreement to abide by the "Instructor Guidelines and Policies."

7. Restriction from Selling Products or Services. CONTRACTOR is prohibited from advertising and/or selling products or services to participants except as otherwise authorized by CITY. Any products or services sold directly to the participants must be sold at cost and receipts must be provided to the applicable City supervisor.

8. Certification and Training. As a requirement for providing instruction, CONTRACTOR's instructors must possess a current Red Cross First Aid/AED/CPR for the Community certification, or an equivalent certification as determined by CITY. In addition, all instructors must have all necessary certifications required to teach a particular class. All certifications must be obtained at CONTRACTOR's cost. Finally, CITY may at its option require CONTRACTOR's instructors to attend up to two (2) CITY training sessions a year, excluding First Aid/AED/CPR classes. The required training sessions will be at no charge to CONTRACTOR.

9. Removal of Instructors. CITY has final approval of the instructors provided by CONTRACTOR. CITY reserves the right to immediately remove any instructor provided by CONTRACTOR for any reason. In the case of instructor removal, CONTRACTOR shall supply another instructor.

10. Non-Discrimination. CONTRACTOR agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any category protected by law, in any activity for which

CONTRACTOR is providing instruction under this Agreement. CITY programs and classes are inclusive in nature and contain participants of all abilities. CONTRACTOR must provide instructional services to all participants meeting CITY required prerequisites. Failure to do so may result in immediate termination of this Agreement and may preclude CONTRACTOR from entering into further Contract Instructor Agreements with CITY.

11. Indemnification. 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 or active negligence. The parties intend that this provision shall be broadly construed.

12. Insurance. CONTRACTOR 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
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

a. 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.

b. Additional Insureds. CONTRACTOR 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. 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.

c. Cancellation/Modification. CONTRACTOR 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. 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.

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. 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 or Commercial General Liability policy. All Workers Compensation and Commercial General Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONTRACTOR, its employees, agents and subcontractors.

h. 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.

13. Compliance with Laws. CONTRACTOR will comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.

14. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

15. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern.

16. Assignment. CONTRACTOR is employed to perform unique services. CONTRACTOR shall not assign this Agreement without the prior written consent of City. Any attempt to assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of CITY, be void and of no effect.

17. 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.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice. CONTRACTOR may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR for services performed as of the date of termination.

19. 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.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONTRACTOR
Dion Louthan Parks, Recreation and Libraries Director 316 Vernon Street, Suite 400 Roseville, CA 95678	North American Youth Activities, LLC dba Kidz Love Soccer PO Box 337 Corte Madera, CA 94976

Either party may amend its address for notice by notifying the other party in writing.

21. Modifications. This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of

the parties.

22. 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 executed this Agreement in duplicate by its City Manager and CONTRACTOR has caused this Agreement to be duly executed.

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

NORTH AMERICAN YOUTH ACTIVITIES, LLC DBA KIDZ LOVE SOCCER, a California limited liability company

BY: _____
its: Territory Manager

and

BY: _____
its: Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT "A"

Descriptions

Mini Soccer – (at least 3½ but less than 4 years)
Little tykes will enjoy running and kicking just like the big kids! Encourages large motor skill development through fun soccer games and introduces small children to the group setting. Shin guards are required after the first meeting. All participants receive a Kidz Love Soccer jersey!

Pre-soccer – (at least 4 but less than 5 years)
Children will have fun and learn the basic techniques of soccer; all while building self-esteem and learning to follow instructions in a nurturing teaching environment. Shin guards are required after the first meeting. All participants receive a Kidz Love Soccer jersey!

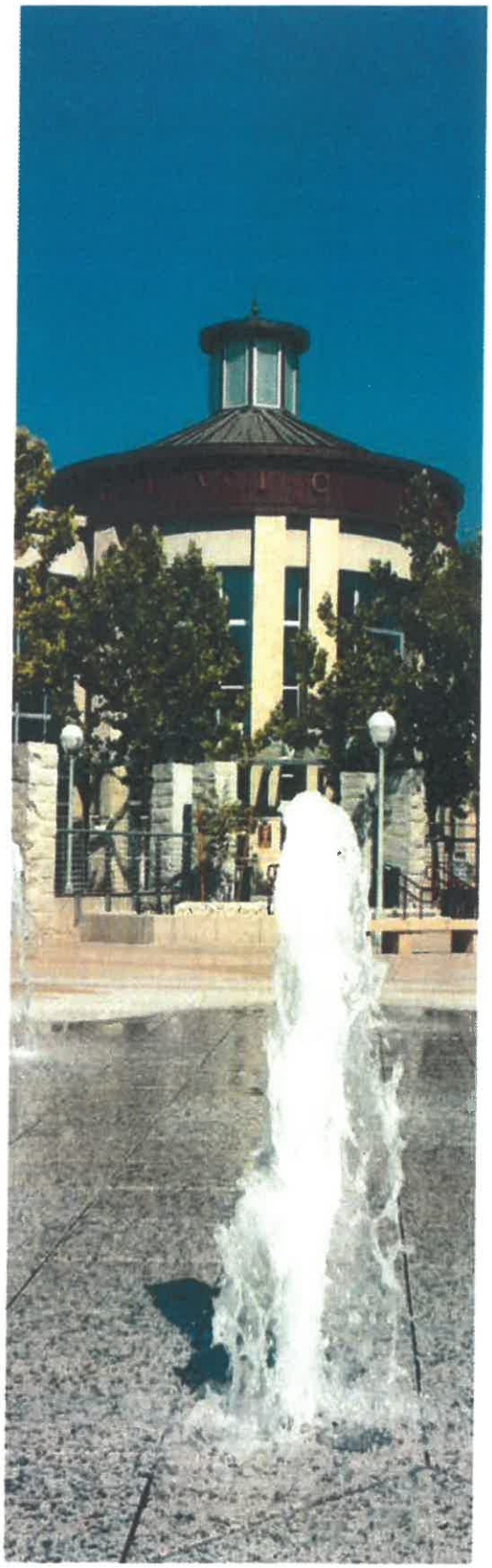
Soccer 1: Techniques & Teamwork – (at least 5 but less than 7 years)
Players will learn dribbling, passing, defense and shooting goals! Fun skill games are played at every session, and every participant will have a ball at his or her feet. Small-sided soccer matches will be introduced gradually. Perfect for first time players while being fun and engaging for kids with some experience. All participants receive a soccer jersey! Shin guards are required after the first meeting.

Soccer 2: Skillz & Scrimmages – (at least 7 but less than 11 years)
Kidz will have a great time while developing core soccer skills like dribbling, passing and shooting in a team play format. Each class will include individual skill building and scrimmages to develop teamwork and positional play. All levels are welcome to come enjoy the world's most popular game! All participants receive a soccer jersey! Shin guards are required after the first meeting.

For more information visit www.KidzLoveSoccer.com

Kidz Love Soccer class status hotline 1 (888) 372-5803 – receive cancellation notifications automatically on your smartphone with the Kidz Love Soccer mobile app for iPhone and Android.

EXHIBIT "B"



Recreation Guidelines and Policies

for Instructors & Contractors

CITY OF ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

Introduction

Welcome!

The City of Roseville is dedicated to providing exceptional experiences to the community through Parks, Recreation & Libraries. By doing so, the City collaborates with local businesses to serve programs that enhance lives. In the following instructor guidelines, you will read about how the City can benefit from you, and how you can benefit from the City.

Our Mission…

The mission of the Roseville Parks, Recreation & Libraries department is to enhance lives and the community by providing exceptional experiences.

Our Vision…

To be the leader in creating a healthy community through progressive, sustainable & memorable experiences.

Our Core Values Are…

Fun & Celebration | Community | Safety | Learning | Stewardship | Inclusion

Creativity | Diversity | Collaborative | Innovation | People | Health & Wellness

Program Supervisor Contact Information:

Denise Watry
dwatry@roseville.ca.us
(916) 774-5985

Jon McElroy
jmcelroy@roseville.ca.us
(916) 774-5952

Rachel Robertson
rrobertson@roseville.ca.us
(916) 774-5970

Roni Garrison
rgarrison@roseville.ca.us
(916) 774-5940

Typhanie Ricci-Western
tricci@roseville.ca.us
(916) 774-5963

Facility Contact Information:

Administration Office
316 Vernon Street
(916) 772- PLAY Option #2

Maidu Community Center
1550 Maidu Drive
(916) 772-PLAY Option #4

Mike Shellito Indoor Pool
10210 Fairway Drive
(916) 772-PLAY option #5

Roseville Sports Center
1545 Pleasant Grove Boulevard
(916) 772-PLAY option #3

https://www.roseville.ca.us/ • https://www.roseville.ca.us/guide • https://cityofroseville.perfectmind.com/regristration

CITY OF ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

Instructor Expectations

Professional Conduct
Instructors are expected to represent the City in the upmost respect. In some cases, participants only interactions with the City is through the instructor; therefore, it is critical the instructor represents themselves in a professional manner.

Courtesy
Instructors are expected to treat all City of Roseville staff, volunteers, fellow instructors, customers and our partners with complete courtesy and professionalism at all times.

Dress
Instructors should dress appropriately for room set-up and program instruction. Instructors must be easily identifiable to participants and/or parents, customers, staff, volunteers and partners. Instructors are required to wear nametags.

Taking Attendance
Instructors must ensure that the City of Roseville waiver is filled out the first day by the parent/ guardian of the student prior to the start of class on the first day. Additionally, the instructor should ensure that parents are signing their children in and out daily.

Program Arrival/Departure
Instructors are expected to arrive with enough time to set-up for the program and be ready a minimum of 15 minutes prior to start time of the program; tardiness is not acceptable. If an instructor is going to be late, the instructor is required to notify the closest customer service location or facility staff, and the supervisor of the program as soon as possible. Continual tardiness will be documented and may negatively impact future program proposals or classes. Instructors teaching youth programs may not leave prior to all participants being picked up. *Instructors are strictly prohibited from transporting participants.*

Program Proposals
Instructors are responsible for submitting their proposal dates within the time frame that the supervisor gives them. The City of Roseville follows a strict time line to ensure that the seasonal guides are available for customers in the correct time frame. Thus, the City of Roseville will inform you in advance when the proposals are due.

Program Season:	Information Due Date:	Programs Take Place:
Winter/ Spring	Early September	January-May
Summer	Early November	June-August
Fall	Early May	September-December

Social media
Instructors are expected to use good judgement and discretion when using their personal social media pages. If you post inappropriate information or without permission, pictures or logos that pertain to the City, your work, Parks, Recreation and Libraries, fellow City staff, your specific work location or your work schedule you will be asked to immediately remove these postings. Additionally, any photos, audio or video recordings made by employees is considered property of the City of Roseville. Offensive postings or postings revealing confidential or private information that may discredit the City will result in discipline, or dismissal.

Activity Information

Program Registration
Program registration must be performed by the City of Roseville. For registration information, participants can refer to the Activity Guide or the City website. Instructors may not register participants and are prohibited from collecting registration fees.
All program participants are required to register through the City of Roseville and pay all fees associated with the program. The City does not give discounts or waive fees for students based on their relation to the instructor. Additionally, participants can enroll minutes before a class starts.

Canceling Programs
If the program does not meet the minimum number of participants pre-established by the instructor and the program supervisor, cancellation may be considered within 3 business days prior to the start of the program. It is the expectation that the instructor checks the program enrollment prior to the start of their program and discusses with the supervisor whether a cancellation should occur. If the decision is to cancel the program, City staff will contact all participants and process refunds. The City reserves the right to cancel, combine, or divide classes, change time, date or location if necessary. Program instructors will be notified as early as possible regarding any necessary changes.

Program Refunds/Prorating
Full refunds will be given to a participant if a request to withdraw from the program is received 5 business days prior to the first program. Failure to attend a program or "no shows" will not be granted a refund. If a customer is displeased with a program, they are encouraged to speak with the supervisor of the program and must complete a Refund Request Form.
There are exceptions to the refund policy and all withdrawals and refunds are at the discretion of the program supervisor. Instructors are paid based on the total revenue after refunds and adjustments have been made.

Program Facility/Park Site Information
Each instructor is responsible for the program set-up and clean-up of the facility and/or park site. Most facilities are equipped with tables and chairs. If such equipment is used during a program, it is expected that instructors will stack all chairs and tables and put the equipment in the appropriate place.
Instructors should arrive early enough to have the room set-up 15 minutes prior to the program start time, and allow enough time after the program to make sure the facility is cleaned and returned to its previous condition. Instructors are responsible for making sure the facility is completely secure at the end of the program. This may include locking the door and possibly alarming the facility. Please see supervisor to review procedures prior to instruction at least 5 days.

Marketing
The City agrees to place program information in the City of Roseville Parks, Recreation & Libraries seasonal Activity Guide. Additional marketing may be done to promote programs. The City of Roseville has strict marketing and branding guidelines, therefore all marketing material will be created by program supervisors. Direct mailers and flyer distribution can be discussed and must be approved with program supervisors.

Volunteers/Program Assistants
No volunteers or program assistants, (14 years or older) may work in a program or with any program participants unless they have completed a volunteer application, the City of Roseville's volunteer hiring process and have been issued a clearance from the program supervisor.

Class Information

Program Rosters & Enrollment Information
Program supervisors will send the class roster, waiver, evaluations, waitlists and other pertinent information via email 24-48 hours before the start of your class. If you would like to receive a hard copy, you must contact your supervisor in a timely matter.
All participants must be confirmed on the City of Roseville Parks, Recreation and Libraries roster. If a participant is not on the roster, do not turn them away. Please verify their registration with a receipt. If a program location is at a facility with a customer service desk, ask the participant and/or parent to register with a customer service representative. The parent must sign the Program Waiver Form, and provide a home phone number and complete address with zip code. Instructors are responsible for informing their supervisor within 24 hours, should this occur so they can check registration information.

Material Fees
Instructors collecting a material fee separately from the registration fee must use all money collected for program materials. Instructors are required to turn in to the program supervisor all receipts of purchases within 10 days of the first program meeting. If the material fee exceeds the cost of supplies the instructor must return the excess material fee money to program supervisor. Program supervisor will use their discretion to determine if an adjustment is needed to the material fee of future programs. Should the material fee not cover the cost of supplies, it is the responsibility of the instructor and compensation will not be made by the City of Roseville. Supervisors may be able to purchase supplies for instructors prior to the first day of class; however, cannot do so for a contracted program. Contractors must provide all necessary supplies and materials.

Program Waivers
Instructors are required to have the Program Waiver Form signed by every participant's parent before the start of the first class in order for them to participate in any program. A completed Program Waiver Form must be returned to the supervisor after the last program meeting for liability and record retention purposes.

Evaluations
The City of Roseville places a high importance on feedback from our customers. The expectation is that all participants have the opportunity to share their feedback. Instructors need to explain to participants that the City requires evaluations of all programs and their input is valued and appreciated. For youth programs, parents may need to complete the evaluations. Please ask parents to get their children's input.

Evaluations are due to the program supervisor within one (1) week from the final program meeting. Please allow time for evaluations to be completed (e.g. end the program 5 minutes earlier); do not send them home with customers. The expectation is that we receive completed evaluations equaling at least 50% of the program's roster at the end of the final class. If a program does not have completed evaluations, the instructor may receive up to *15% deduction* in fees paid for that program. A copy of our program proposal, waiver, youth evaluations, accident report and incident report are provided at the end of this packet. Your supervisor will provide additional copies during your programs. Soft copies may be emailed to instructors.

American with Disabilities Act, (ADA)
The ADA is a federal legislation that guarantees equal opportunities for individuals with disabilities. The City of Roseville does not discriminates and will accommodate where possible. Please notify supervisor immediately of necessary accommodations are needed.

Emergency Protocol

Accident Report
If a participant is injured, notify the program supervisor and/or a Parks, Recreation and Libraries Department staff member immediately. A completed Accident Report must be given to the program supervisor within 24 hours of the accident. In the case of a potentially life-threatening emergency, call 911. If a participant is transported to a medical facility to receive care, a supervisor must be contacted immediately. If the program supervisor is unavailable, then another program supervisor must be contacted- keep calling until you reach a supervisor. A completed Accident Report must be turned into a City of Roseville Parks, Recreation & Libraries office immediately and should not be distributed to the parents.

Incident Report
Should an incident occur during the program with participants or a member of the public, a report should be completed and given to the program supervisor within 24 hours of the incident.
For further clarification on Accident and Incident Forms, see a program supervisor. Instructors are required to have these forms at each program meeting. If additional forms are needed, they can be obtained at any Parks, Recreation & Libraries office.

Parent Consent Forms
Should a participant require the use of a nebulizer, epinephrine, blood glucose or administration of medication, a signed consent form must be filled out by the legal parent or guardian. This is mandatory for a child to bring medication for any of our City of Roseville programs.
Parent/ guardians may also sign a consent form for a child to sign themselves in/out but must be signed by the parents on the first day of class.

Missing Child
If a participant is missing (Code Adam), the instructor must obtain a detailed description of the child and assign additional staff to assist in searching for the child. To ensure the other participants safety, consolidate them to a secure location. If you are at a City of Roseville facility, alert the City staff of a "Code Adam". If participant is not found after 5 minutes, call 911 and your direct supervisor. If participant is found, cancel "Code Adam". A mandatory incident report is required for all missing children, regardless of how long the child was missing.

Mandated Reporting
It is the job of the instructor to be aware of the participants in their programs, including looking out for potential signs of abuse. Warning signs could be: bruising, red marks, change in behavior: socially removed/ upset or frequently tired. If you are concerned of abuse, fill out an incident report and speak with your direct supervisor. Do not speak with the parents of suspicions you have, contact your supervisor and review the next steps to take.

Late Pick-Up
If participant's parent or guardian is late for pick-up, it is the instructor's job to contact the parents within 15 minutes of tardiness. The participant is subject to additional fees from the contractor facility. If the participant is in a City of Roseville staffed camp, the City holds the right to charge the parents for the staff

Frequently Asked Questions

1. How are instructors paid?

Instructors will work out a participant fee that benefits both the City and the Instructor. Paydays are determined by the pay schedule.

2. How is registration taken?

Participants can register online, via phone or in-person at one of our facilities.

3. Once I start teaching classes, am I guaranteed to continue working?

Instructors may complete a program proposal for each season unless the following: low enrollment in the past, change in direction for the City, no space.

4. I have leftover money from the material fees. What do I do?

Any unspent money will go into your programs budget or can be used to buy supplies for future classes/ camps.

5. My schedule has changed and I can't teach the classes I committed to, what do I do?

You will work with your direct supervisor to come up with a make-up date to ensure participants don't miss out on the class. If you cancel on this class, you are subject to termination or significant reduction of hours.

6. I have arrived at a City facility to teach but it is locked, who do I contact?

Call your direct supervisor. If they do not answer, call (916) 772-PLAY, extension #4 which will direct you to the Maidu Community Center where the programming team works.

7. My class enrollment is low, how can I increase registration?

You should check in with your direct supervisor weeks before the program starts to ensure everything is looking good. If numbers aren't what we want them to be at, the City may make an attempt to do additional marketing.

8. I have become sick/ or obtained an injury during myprogram. What do I do?

Call your direct supervisor so they can facilitate your class for the remainder of the session.

9. A parent is late for every pick-up, who do I contact?

You should remind the parent when the class ends and contact your supervisor to advise what next steps should be.

10. What if I have more questions?

Direct further questions to your supervisor.

RESOLUTION NO. 19-08

APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TIMOTHY BOWEN DBA PLAY-WELL TEKNOLOGIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract instructor agreement for instruction related to engineering and robotics enrichment programs, between the City of Roseville and Timothy Bowen dba Play-Well TEKnologies, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CONTRACT INSTRUCTOR AGREEMENT

City of Roseville Parks, Recreation & Libraries Department

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Timothy Brown dba Play-Well TEKnologies, a sole proprietor ("CONTRACTOR").

Bowen TB

W I T N E S S E T H:

WHEREAS, CITY, through the Parks, Recreation & Libraries Department, offers a wide selection of programs and classes for all ages and interests;

WHEREAS, CITY desires the services of instructors to teach such programs and classes;

WHEREAS, CONTRACTOR is qualified and experienced to provide instruction related to engineering and robotics enrichment programs.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence on January 1, 2019 and expire on December 31, 2019. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.

2. Services. As described in the scope of services attached hereto as Exhibit "A" and incorporated herein by this reference, CONTRACTOR shall provide instruction

to participants who are listed on the City of Roseville Parks, Recreation & Libraries Department's roster provided to CONTRACTOR by CITY. CONTRACTOR shall provide all materials, equipment and supplies required to conduct the programs or classes.

CITY shall provide the facility or location for the programs or classes.

3. Compensation. CITY shall pay CONTRACTOR as follows:

a. Robotics camps using LEGO WeDo or LEGO Mindstorms: $122.50 per participant (15-hour camp)

b. All other camps: $112.00 per participant (15-hour camp)

c. Enrichment Robotics classes using LEGO WeDo or LEGO Mindstorms: $17.50 per participant/per session (90-minute class)

d. All other classes: $15.50 per participant/per session (90-minute class)

If class fees have been prorated, CITY shall pay CONTRACTOR based on the amount of prorated fees collected. CITY shall pay CONTRACTOR within thirty (30) days after the date of the final class. The amount of the compensation may be annually renegotiated by the parties and shall be confirmed in writing.

4. Cancellations. CITY reserves the right to cancel scheduled classes for any reason. CONTRACTOR will not be compensated for cancelled classes.

5. Fingerprinting and Background Checks. CITY, at its sole discretion, may require CONTRACTOR's instructors and volunteers to be cleared and approved through the CITY's fingerprinting and background check process regardless of whether the instructors or volunteers have already been fingerprinted by CONTRACTOR. CITY may require such clearance or approval at any time as a condition of commencing or

7B

continuing services under this Agreement. The fingerprinting and background check process shall be performed at CONTRACTOR's cost.

6. Instructor Guidelines and Policies. CONTRACTOR has read and agrees to abide by the terms of the "Instructor Guidelines and Policies," which is attached as Exhibit "B" and incorporated herein by reference. CONTRACTOR's instructors will also be required to sign an acknowledgement of their agreement to abide by the "Instructor Guidelines and Policies."

7. Restriction from Selling Products or Services. CONTRACTOR is prohibited from advertising and/or selling products or services to participants except as otherwise authorized by CITY. Any products or services sold directly to the participants must be sold at cost and receipts must be provided to the applicable City supervisor.

8. Certification and Training. As a requirement for providing instruction, CONTRACTOR's instructors must possess a current Red Cross First Aid/AED/CPR for the Community certification, or an equivalent certification as determined by CITY. In addition, all instructors must have all necessary certifications required to teach a particular class. All certifications must be obtained at CONTRACTOR's cost. Finally, CITY may at its option require CONTRACTOR's instructors to attend up to two (2) CITY training sessions a year, excluding First Aid/AED/CPR classes. The required training sessions will be at no charge to CONTRACTOR.

9. Removal of Instructors. CITY has final approval of the instructors provided by CONTRACTOR. CITY reserves the right to immediately remove any instructor provided by CONTRACTOR for any reason. In the case of instructor removal, CONTRACTOR shall supply another instructor.

TR

10. Non-Discrimination. CONTRACTOR agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any category protected by law, in any activity for which CONTRACTOR is providing instruction under this Agreement. CITY programs and classes are inclusive in nature and contain participants of all abilities. CONTRACTOR must provide instructional services to all participants meeting CITY required prerequisites. Failure to do so may result in immediate termination of this Agreement and may preclude CONTRACTOR from entering into further Contract Instructor Agreements with CITY.

11. Indemnification. 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 or active negligence. The parties intend that this provision shall be broadly construed.

12. Insurance. CONTRACTOR 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
Workers Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate

TB

Personal Injury:
$1,000,000 each occurrence
$2,000,000 aggregate

a. 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.

b. Additional Insureds. CONTRACTOR 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. 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.

c. Cancellation/Modification. CONTRACTOR 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. 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.

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. 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 or Commercial General Liability policy. All Workers Compensation and Commercial General Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONTRACTOR, its employees, agents and subcontractors.

h. 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.

13. Compliance with Laws. CONTRACTOR will comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.

14. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

15. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern.

16. Assignment. CONTRACTOR is employed to perform unique services. CONTRACTOR shall not assign this Agreement without the prior written consent of City. Any attempt to assign this Agreement or any rights, duties, or obligations arising

hereunder shall, at the option of CITY, be void and of no effect.

17. 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.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice. CONTRACTOR may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR for services performed as of the date of termination.

19. 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.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONTRACTOR
Dion Louthan Parks, Recreation and Libraries Director 316 Vernon Street, Suite 400 Roseville, CA 95678	Timothy Bowen Play-Well TEKnologies 224 Greenfield Avenue, Suite B San Anselmo, CA 94960

Either party may amend its address for notice by notifying the other party in writing.

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

22. 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 executed this Agreement in duplicate by its City Manager and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

TIMOTHY BOWEN DBA PLAY-WELL TEKNOLOGIES, a
sole proprietor

BY: Tim Bowen
its: TB

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT "A"

DR

Project Plan

Approach:
All programs are project based. Projects typically include an introduction and short presentation by the instructor followed by a design/build assignment. Instructors circulate and assist the children in realizing the project goals. Students are expected to learn and use technical and LEGO® terminology while they tackle the projects. When they have satisfied basic requirements of a project they are encouraged to further explore applications of the principles and construction methods by inspecting, testing, modifying, and rebuilding.

Play-Well offers a variety of programs to children ages 5 through 12. Camp programs are typically 1 week long, and 3 hours per day, and enrichment classes are typically 90 minutes long, and offered once per week for 4-8 weeks. We offer core Engineering using LEGO® programs, that are broad in theme and draw upon the greatest variety of possible projects. We also offer themed classes and camps in which we use projects inspired by worlds that participants already know and love, such as Star Wars and Minecraft. Finally, we offer advanced engineering and Robotics programs to more experienced participants.

Facility Requirements:
Play-Well classes and camps require a room that is large enough to accommodate up to 30 people, with 2-3 tables on which to set up the LEGO ® pieces used. There should be access to restrooms and drinking fountains. Classrooms should be ground level and have parking close by.

Equipment, Supplies, Materials:
Play-Well provides all LEGO® materials used in classes and camps. For Robotics programs, Play-Well also provides laptops for programming.

Enrollment minimums and maximums:
Minimum – 10 participants
Maximum – 24 participants (larger classes may be negotiated)

Program Length:
Summer Camps – 15 hours (3 hours/day for 5 consecutive days)
Enrichment Classes – 6 or more hours (1 ½ hours/class, 1 class/week, 4 or more consecutive weeks)

Student-Teacher Ratio:
In a program with 24 participants, there is one instructor and one assistant, for a student-teacher ratio of 12 to 1.

What participants should bring:
Participants should bring a healthy, peanut-free snack. Participants do not keep projects or LEGO ® products used. We encourage participants bring cameras so that they can photograph their creations. We also encourage parents to drop in and see the participants' creations.

Prerequisites: None.

EXHIBIT "B"

Recreation Guidelines and Policies

for Instructors & Contractors

City of ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

Introduction

Welcome!

The City of Roseville is dedicated to providing exceptional experiences to the community through Parks, Recreation & Libraries. By doing so, the City collaborates with local businesses to serve programs that enhance lives. In the following instructor guidelines, you will read about how the City can benefit from you, and how you can benefit from the City.

Our Mission…

The mission of the Roseville Parks, Recreation & Libraries department is to enhance lives and the community by providing exceptional experiences.

Our Vision…

To be the leader in creating a healthy community through progressive, sustainable & memorable experiences.

Our Core Values Are…

Fun & Celebration | Community | Safety | Learning | Stewardship | Inclusion

Creativity | Diversity | Collaborative | Innovation | People | Health & Wellness

Program Supervisor Contact Information:

Denise Watry
dwatry@roseville.ca.us
(916) 774-5985

Jon McElroy
jmcelroy@roseville.ca.us
(916) 774-5952

Rachel Robertson
rrobertson@roseville.ca.us
(916) 774-5970

Roni Garrison
rgarrison@roseville.ca.us
(916) 774-5940

Typhanie Ricci-Western
tricci@roseville.ca.us
(916) 774-5963

Facility Contact Information:

Administration Office
316 Vernon Street
(916) 772- PLAY Option #2

Maidu Community Center
1550 Maidu Drive
(916) 772-PLAY Option #4

Mike Shellito Indoor Pool
10210 Fairway Drive
(916) 772-PLAY option #5

Roseville Sports Center
1545 Pleasant Grove Boulevard
(916) 772-PLAY option #3

https://www.roseville.ca.us/ • https://www.roseville.ca.us/guide • https://cityofroseville.perfectmind.com/regristration

ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

Instructor Expectations

Professional Conduct
Instructors are expected to represent the City in the upmost respect. In some cases, participants only interactions with the City is through the instructor; therefore, it is critical the instructor represents themselves in a professional manner.

Courtesy
Instructors are expected to treat all City of Roseville staff, volunteers, fellow instructors, customers and our partners with complete courtesy and professionalism at all times.

Dress
Instructors should dress appropriately for room set-up and program instruction. Instructors must be easily identifiable to participants and/or parents, customers, staff, volunteers and partners. Instructors are required to wear nametags.

Taking Attendance
Instructors must ensure that the City of Roseville waiver is filled out the first day by the parent/ guardian of the student prior to the start of class on the first day. Additionally, the instructor should ensure that parents are signing their children in and out daily.

Program Arrival/Departure
Instructors are expected to arrive with enough time to set-up for the program and be ready a minimum of 15 minutes prior to start time of the program; tardiness is not acceptable. If an instructor is going to be late, the instructor is required to notify the closest customer service location or facility staff, and the supervisor of the program as soon as possible. Continual tardiness will be documented and may negatively impact future program proposals or classes. Instructors teaching youth programs may not leave prior to all participants being picked up. *Instructors are strictly prohibited from transporting participants.*

Program Proposals
Instructors are responsible for submitting their proposal dates within the time frame that the supervisor gives them. The City of Roseville follows a strict time line to ensure that the seasonal guides are available for customers in the correct time frame. Thus, the City of Roseville will inform you in advance when the proposals are due.

Program Season:	Information Due Date:	Programs Take Place:
Winter/ Spring	Early September	January-May
Summer	Early November	June-August
Fall	Early May	September-December

Social media
Instructors are expected to use good judgement and discretion when using their personal social media pages. If you post inappropriate information or without permission, pictures or logos that pertain to the City, your work, Parks, Recreation and Libraries, fellow City staff, your specific work location or your work schedule you will be asked to immediately remove these postings. Additionally, any photos, audio or video recordings made by employees is considered property of the City of Roseville. Offensive postings or postings revealing confidential or private information that may discredit the City will result in discipline, or dismissal.

TB

Activity Information

Program Registration
Program registration must be performed by the City of Roseville. For registration information, participants can refer to the Activity Guide or the City website. Instructors may not register participants and are prohibited from collecting registration fees.
All program participants are required to register through the City of Roseville and pay all fees associated with the program. The City does not give discounts or waive fees for students based on their relation to the instructor. Additionally, participants can enroll minutes before a class starts.

Canceling Programs
If the program does not meet the minimum number of participants pre-established by the instructor and the program supervisor, cancellation may be considered within 3 business days prior to the start of the program. It is the expectation that the instructor checks the program enrollment prior to the start of their program and discusses with the supervisor whether a cancellation should occur. If the decision is to cancel the program, City staff will contact all participants and process refunds. The City reserves the right to cancel, combine, or divide classes, change time, date or location if necessary. Program instructors will be notified as early as possible regarding any necessary changes.

Program Refunds/Prorating
Full refunds will be given to a participant if a request to withdraw from the program is received 5 business days prior to the first program. Failure to attend a program or "no shows" will not be granted a refund. If a customer is displeased with a program, they are encouraged to speak with the supervisor of the program and must complete a Refund Request Form.
There are exceptions to the refund policy and all withdrawals and refunds are at the discretion of the program supervisor. Instructors are paid based on the total revenue after refunds and adjustments have been made.

Program Facility/Park Site Information
Each instructor is responsible for the program set-up and clean-up of the facility and/or park site. Most facilities are equipped with tables and chairs. If such equipment is used during a program, it is expected that instructors will stack all chairs and tables and put the equipment in the appropriate place.
Instructors should arrive early enough to have the room set-up 15 minutes prior to the program start time, and allow enough time after the program to make sure the facility is cleaned and returned to its previous condition. Instructors are responsible for making sure the facility is completely secure at the end of the program. This may include locking the door and possibly alarming the facility. Please see supervisor to review procedures prior to instruction at least 5 days.

Marketing
The City agrees to place program information in the City of Roseville Parks, Recreation & Libraries seasonal Activity Guide. Additional marketing may be done to promote programs. The City of Roseville has strict marketing and branding guidelines, therefore all marketing material will be created by program supervisors. Direct mailers and flyer distribution can be discussed and must be approved with program supervisors.

Volunteers/Program Assistants
No volunteers or program assistants, (14 years or older) may work in a program or with any program participants unless they have completed a volunteer application, the City of Roseville's volunteer hiring process and have been issued a clearance from the program supervisor.

Class Information

Program Rosters & Enrollment Information
Program supervisors will send the class roster, waiver, evaluations, waitlists and other pertinent information via email 24-48 hours before the start of your class. If you would like to receive a hard copy, you must contact your supervisor in a timely matter.
All participants must be confirmed on the City of Roseville Parks, Recreation and Libraries roster. If a participant is not on the roster, do not turn them away. Please verify their registration with a receipt. If a program location is at a facility with a customer service desk, ask the participant and/or parent to register with a customer service representative. The parent must sign the Program Waiver Form, and provide a home phone number and complete address with zip code. Instructors are responsible for informing their supervisor within 24 hours, should this occur so they can check registration information.

Material Fees
Instructors collecting a material fee separately from the registration fee must use all money collected for program materials. Instructors are required to turn in to the program supervisor all receipts of purchases within 10 days of the first program meeting. If the material fee exceeds the cost of supplies the instructor must return the excess material fee money to program supervisor. Program supervisor will use their discretion to determine if an adjustment is needed to the material fee of future programs. Should the material fee not cover the cost of supplies, it is the responsibility of the instructor and compensation will not be made by the City of Roseville. Supervisors may be able to purchase supplies for instructors prior to the first day of class; however, cannot do so for a contracted program. Contractors must provide all necessary supplies and materials.

Program Waivers
Instructors are required to have the Program Waiver Form signed by every participant's parent before the start of the first class in order for them to participate in any program. A completed Program Waiver Form must be returned to the supervisor after the last program meeting for liability and record retention purposes.

Evaluations
The City of Roseville places a high importance on feedback from our customers. The expectation is that all participants have the opportunity to share their feedback. Instructors need to explain to participants that the City requires evaluations of all programs and their input is valued and appreciated. For youth programs, parents may need to complete the evaluations. Please ask parents to get their children's input.

Evaluations are due to the program supervisor within one (1) week from the final program meeting. Please allow time for evaluations to be completed (e.g. end the program 5 minutes earlier); do not send them home with customers. The expectation is that we receive completed evaluations equaling at least 50% of the program's roster at the end of the final class. If a program does not have completed evaluations, the instructor may receive up to *15% deduction* in fees paid for that program. A copy of our program proposal, waiver, youth evaluations, accident report and incident report are provided at the end of this packet. Your supervisor will provide additional copies during your programs. Soft copies may be emailed to instructors.

American with Disabilities Act, (ADA)
The ADA is a federal legislation that guarantees equal opportunities for individuals with disabilities. The City of Roseville does not discriminates and will accommodate where possible. Please notify supervisor immediately of necessary accommodations are needed.

Emergency Protocol

Accident Report
If a participant is injured, notify the program supervisor and/or a Parks, Recreation and Libraries Department staff member immediately. A completed Accident Report must be given to the program supervisor within 24 hours of the accident. In the case of a potentially life-threatening emergency, call 911. If a participant is transported to a medical facility to receive care, a supervisor must be contacted immediately. If the program supervisor is unavailable, then another program supervisor must be contacted- keep calling until you reach a supervisor. A completed Accident Report must be turned into a City of Roseville Parks, Recreation & Libraries office immediately and should not be distributed to the parents.

Incident Report
Should an incident occur during the program with participants or a member of the public, a report should be completed and given to the program supervisor within 24 hours of the incident.
For further clarification on Accident and Incident Forms, see a program supervisor. Instructors are required to have these forms at each program meeting. If additional forms are needed, they can be obtained at any Parks, Recreation & Libraries office.

Parent Consent Forms
Should a participant require the use of a nebulizer, epinephrine, blood glucose or administration of medication, a signed consent form must be filled out by the legal parent or guardian. This is mandatory for a child to bring medication for any of our City of Roseville programs.
Parent/ guardians may also sign a consent form for a child to sign themselves in/out but must be signed by the parents on the first day of class.

Missing Child
If a participant is missing (Code Adam), the instructor must obtain a detailed description of the child and assign additional staff to assist in searching for the child. To ensure the other participants safety, consolidate them to a secure location. If you are at a City of Roseville facility, alert the City staff of a "Code Adam". If participant is not found after 5 minutes, call 911 and your direct supervisor. If participant is found, cancel "Code Adam". A mandatory incident report is required for all missing children, regardless of how long the child was missing.

Mandated Reporting
It is the job of the instructor to be aware of the participants in their programs, including looking out for potential signs of abuse. Warning signs could be: bruising, red marks, change in behavior: socially removed/ upset or frequently tired. If you are concerned of abuse, fill out an incident report and speak with your direct supervisor. Do not speak with the parents of suspicions you have, contact your supervisor and review the next steps to take.

Late Pick-Up
If participant's parent or guardian is late for pick-up, it is the instructor's job to contact the parents within 15 minutes of tardiness. The participant is subject to additional fees from the contractor facility. If the participant is in a City of Roseville staffed camp, the City holds the right to charge the parents for the staff

Frequently Asked Questions

1. How are instructors paid?

Instructors will work out a participant fee that benefits both the City and the Instructor. Paydays are determined by the pay schedule.

2. How is registration taken?

Participants can register online, via phone or in-person at one of our facilities.

3. Once I start teaching classes, am I guaranteed to continue working?

Instructors may complete a program proposal for each season unless the following: low enrollment in the past, change in direction for the City, no space.

4. I have leftover money from the material fees. What do I do?

Any unspent money will go into your programs budget or can be used to buy supplies for future classes/ camps.

5. My schedule has changed and I can't teach the classes I committed to, what do I do?

You will work with your direct supervisor to come up with a make-up date to ensure participants don't miss out on the class. If you cancel on this class, you are subject to termination or significant reduction of hours.

6. I have arrived at a City facility to teach but it is locked, who do I contact?

Call your direct supervisor. If they do not answer, call (916) 772-PLAY, extension #4 which will direct you to the Maidu Community Center where the programming team works.

7. My class enrollment is low, how can I increase registration?

You should check in with your direct supervisor weeks before the program starts to ensure everything is looking good. If numbers aren't what we want them to be at, the City may make an attempt to do additional marketing.

8. I have become sick/ or obtained an injury during myprogram. What do I do?

Call your direct supervisor so they can facilitate your class for the remainder of the session.

9. A parent is late for every pick-up, who do I contact?

You should remind the parent when the class ends and contact your supervisor to advise what next steps should be.

10. What if I have more questions?

Direct further questions to your supervisor.

RESOLUTION NO. 19-09

APPROVING A CONTRACT INSTRUCTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOUG CHRISTENSEN DBA MAD SCIENCE OF SACRAMENTO VALLEY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract instructor agreement for instruction related to science enrichment programs, between the City of Roseville and Doug Christensen dba Mad Science of Sacramento Valley, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CONTRACT INSTRUCTOR AGREEMENT

City of Roseville Parks, Recreation & Libraries Department

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Doug Christensen dba Mad Science of Sacramento Valley, a sole proprietor ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, CITY, through the Parks, Recreation & Libraries Department, offers a wide selection of programs and classes for all ages and interests;

WHEREAS, CITY desires the services of instructors to teach such programs and classes;

WHEREAS, CONTRACTOR is qualified and experienced to provide instruction related to science enrichment programs.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence on January 1, 2019 and expire on December 31, 2019. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.

2. Services. As described in the scope of services attached hereto as Exhibit

"A" and incorporated herein by this reference, CONTRACTOR shall provide instruction to participants who are listed on the City of Roseville Parks, Recreation & Libraries Department's roster provided to CONTRACTOR by CITY. CONTRACTOR shall provide all materials, equipment and supplies required to conduct the programs or classes.

CITY shall provide the facility or location for the programs or classes.

3. Compensation. CITY shall pay CONTRACTOR as follows:

a. Camps: $100.00 per participant (15-hour camp)

If class fees have been prorated, CITY shall pay CONTRACTOR based on the amount of prorated fees collected. CITY shall pay CONTRACTOR within thirty (30) days after the date of the final class. The amount of the compensation may be annually renegotiated by the parties and shall be confirmed in writing.

4. Cancellations. CITY reserves the right to cancel scheduled classes for any reason. CONTRACTOR will not be compensated for cancelled classes.

5. Fingerprinting and Background Checks. CITY, at its sole discretion, may require CONTRACTOR's instructors and volunteers to be cleared and approved through the CITY's fingerprinting and background check process regardless of whether the instructors or volunteers have already been fingerprinted by CONTRACTOR. CITY may require such clearance or approval at any time as a condition of commencing or continuing services under this Agreement. The fingerprinting and background check process shall be performed at CONTRACTOR's cost.

6. Instructor Guidelines and Policies. CONTRACTOR has read and agrees to abide by the terms of the "Instructor Guidelines and Policies," which is attached as Exhibit "B" and incorporated herein by reference. CONTRACTOR's instructors will also be

required to sign an acknowledgement of their agreement to abide by the "Instructor Guidelines and Policies."

7. Restriction from Selling Products or Services. CONTRACTOR is prohibited from advertising and/or selling products or services to participants except as otherwise authorized by CITY. Any products or services sold directly to the participants must be sold at cost and receipts must be provided to the applicable City supervisor.

8. Certification and Training. As a requirement for providing instruction, CONTRACTOR's instructors must possess a current Red Cross First Aid/AED/CPR for the Community certification, or an equivalent certification as determined by CITY. In addition, all instructors must have all necessary certifications required to teach a particular class. All certifications must be obtained at CONTRACTOR's cost. Finally, CITY may at its option require CONTRACTOR's instructors to attend up to two (2) CITY training sessions a year, excluding First Aid/AED/CPR classes. The required training sessions will be at no charge to CONTRACTOR.

9. Removal of Instructors. CITY has final approval of the instructors provided by CONTRACTOR. CITY reserves the right to immediately remove any instructor provided by CONTRACTOR for any reason. In the case of instructor removal, CONTRACTOR shall supply another instructor.

10. Non-Discrimination. CONTRACTOR agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any category protected by law, in any activity for which CONTRACTOR is providing instruction under this Agreement. CITY programs and classes are inclusive in nature and contain participants of all abilities. CONTRACTOR

must provide instructional services to all participants meeting CITY required prerequisites. Failure to do so may result in immediate termination of this Agreement and may preclude CONTRACTOR from entering into further Contract Instructor Agreements with CITY.

11. Indemnification. 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 or active negligence. The parties intend that this provision shall be broadly construed.

12. Insurance. CONTRACTOR 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
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

a. 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.

b. Additional Insureds. CONTRACTOR 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. 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.

c. Cancellation/Modification. CONTRACTOR 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. 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.

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. 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 or Commercial General Liability policy. All Workers Compensation and Commercial General Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONTRACTOR, its employees,

agents and subcontractors.

h. 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.

13. Compliance with Laws. CONTRACTOR will comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.

14. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

15. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern.

16. Assignment. CONTRACTOR is employed to perform unique services. CONTRACTOR shall not assign this Agreement without the prior written consent of City. Any attempt to assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of CITY, be void and of no effect.

17. 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.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice. CONTRACTOR

may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR for services performed as of the date of termination.

19. 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.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONTRACTOR
Dion Louthan Parks, Recreation and Libraries Director 316 Vernon Street, Suite 400 Roseville, CA 95678	Doug Christensen Mad Science of Sacramento Valley 1808 Tribute Road, Suite E Sacramento, CA 95815

Either party may amend its address for notice by notifying the other party in writing.

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

22. 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 executed this Agreement in duplicate by its City Manager and CONTRACTOR has caused this Agreement to be duly executed.

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: _____
DION LOUTHAN
Parks, Recreation & Libraries Director

DOUG CHRISTENSEN DBA MAD SCIENCE OF SACRAMENTO VALLEY, a sole proprietor

BY: Douglas B Christensen
its: OWNER

EXHIBIT "A"

Mad Science of Sacramento Valley

Project Plan

Mad Science provides fun, hands-on, interactive learning to foster childrens' self-confidence and imagination. Our STEM (Science, Technology, Engineering and Math) programs are designed to spark interest in related fields, at a young age.

Facility Needs:

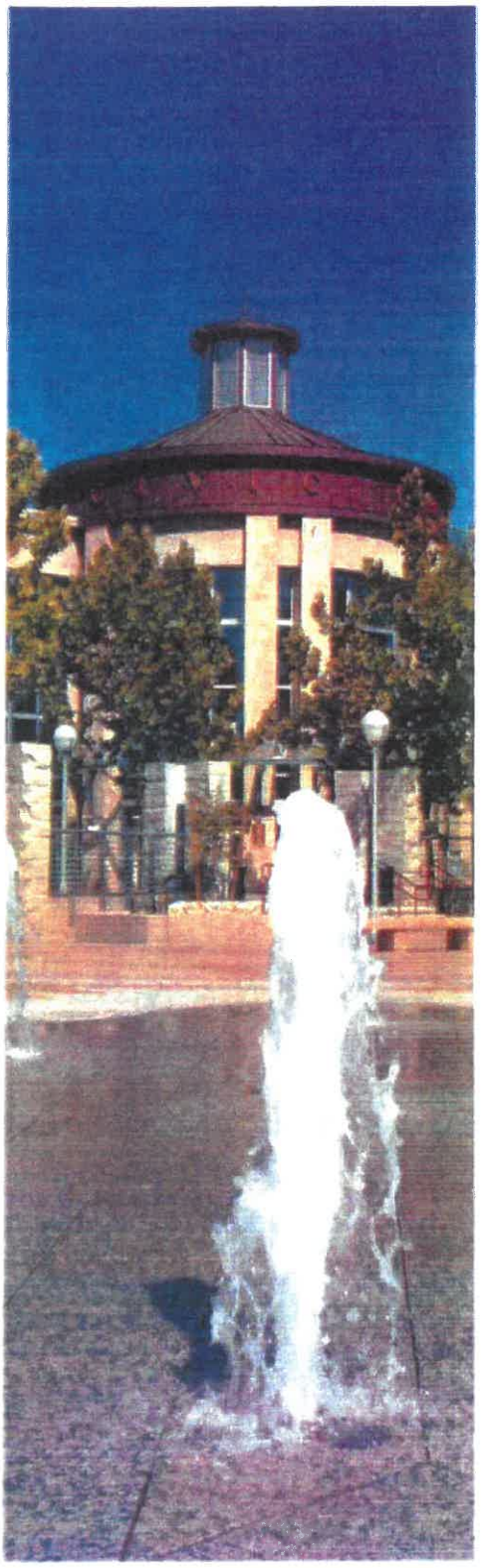
- Classroom or Multi-Purpose Room
- Tables, chairs (quantity based on enrollment)
- Restrooms (on-site)
- Access to electricity and water

*All equipment/supplies are provided by Mad Science with the exception of our Radical Robots and Advanced Robotics courses. Both robot courses will have an additional material fee due on the first day of the class.

*Our summer camps serve children ages 6-12, Monday through Friday with both morning and afternoon sessions available. (9:00 AM – 12:00 PM, 1:00 PM – 4:00 PM).
*Each camp is 15 hours of total teaching time.
*There is a minimum of 8 children and a maximum of 24 children per camp.
*Mad Science has a 15-1 ratio of children to instructor.
*Mad Science also offers 2, 3 and 5 day Preschool camps.
*Camps will indicate age-appropriateness

*No prerequisites are required to enroll in a Mad Science class/camp.

EXHIBIT "B"



Recreation Guidelines and Policies

for Instructors & Contractors

CITY OF ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

Introduction

Welcome!

The City of Roseville is dedicated to providing exceptional experiences to the community through Parks, Recreation & Libraries. By doing so, the City collaborates with local businesses to serve programs that enhance lives. In the following instructor guidelines, you will read about how the City can benefit from you, and how you can benefit from the City.

Our Mission…

The mission of the Roseville Parks, Recreation & Libraries department is to enhance lives and the community by providing exceptional experiences.

Our Vision…

To be the leader in creating a healthy community through progressive, sustainable & memorable experiences.

Our Core Values Are…

Fun & Celebration | Community | Safety | Learning | Stewardship | Inclusion

Creativity | Diversity | Collaborative | Innovation | People | Health & Wellness

Program Supervisor Contact Information:

Denise Watry
dwatry@roseville.ca.us
(916) 774-5985

Jon McElroy
jmcelroy@roseville.ca.us
(916) 774-5952

Rachel Robertson
rrobertson@roseville.ca.us
(916) 774-5970

Roni Garrison
rgarrison@roseville.ca.us
(916) 774-5940

Typhanie Ricci-Western
tricci@roseville.ca.us
(916) 774-5963

Facility Contact Information:

Administration Office
316 Vernon Street
(916) 772- PLAY Option #2

Maidu Community Center
1550 Maidu Drive
(916) 772-PLAY Option #4

Mike Shellito Indoor Pool
10210 Fairway Drive
(916) 772-PLAY option #5

Roseville Sports Center
1545 Pleasant Grove Boulevard
(916) 772-PLAY option #3

https://www.roseville.ca.us/ • https://www.roseville.ca.us/guide • https://cityofroseville.perfectmind.com/regristration

Instructor Expectations

Professional Conduct
Instructors are expected to represent the City in the upmost respect. In some cases, participants only interactions with the City is through the instructor; therefore, it is critical the instructor represents themselves in a professional manner.

Courtesy
Instructors are expected to treat all City of Roseville staff, volunteers, fellow instructors, customers and our partners with complete courtesy and professionalism at all times.

Dress
Instructors should dress appropriately for room set-up and program instruction. Instructors must be easily identifiable to participants and/or parents, customers, staff, volunteers and partners. Instructors are required to wear nametags.

Taking Attendance
Instructors must ensure that the City of Roseville waiver is filled out the first day by the parent/ guardian of the student prior to the start of class on the first day. Additionally, the instructor should ensure that parents are signing their children in and out daily.

Program Arrival/Departure
Instructors are expected to arrive with enough time to set-up for the program and be ready a minimum of 15 minutes prior to start time of the program; tardiness is not acceptable. If an instructor is going to be late, the instructor is required to notify the closest customer service location or facility staff, and the supervisor of the program as soon as possible. Continual tardiness will be documented and may negatively impact future program proposals or classes. Instructors teaching youth programs may not leave prior to all participants being picked up. *Instructors are strictly prohibited from transporting participants.*

Program Proposals
Instructors are responsible for submitting their proposal dates within the time frame that the supervisor gives them. The City of Roseville follows a strict time line to ensure that the seasonal guides are available for customers in the correct time frame. Thus, the City of Roseville will inform you in advance when the proposals are due.

Program Season:	Information Due Date:	Programs Take Place:
Winter/ Spring	Early September	January-May
Summer	Early November	June-August
Fall	Early May	September-December

Social media
Instructors are expected to use good judgement and discretion when using their personal social media pages. If you post inappropriate information or without permission, pictures or logos that pertain to the City, your work, Parks, Recreation and Libraries, fellow City staff, your specific work location or your work schedule you will be asked to immediately remove these postings. Additionally, any photos, audio or video recordings made by employees is considered property of the City of Roseville. Offensive postings or postings revealing confidential or private information that may discredit the City will result in discipline, or dismissal.

Activity Information

Program Registration
Program registration must be performed by the City of Roseville. For registration information, participants can refer to the Activity Guide or the City website. Instructors may not register participants and are prohibited from collecting registration fees.
All program participants are required to register through the City of Roseville and pay all fees associated with the program. The City does not give discounts or waive fees for students based on their relation to the instructor. Additionally, participants can enroll minutes before a class starts.

Canceling Programs
If the program does not meet the minimum number of participants pre-established by the instructor and the program supervisor, cancellation may be considered within 3 business days prior to the start of the program. It is the expectation that the instructor checks the program enrollment prior to the start of their program and discusses with the supervisor whether a cancellation should occur. If the decision is to cancel the program, City staff will contact all participants and process refunds. The City reserves the right to cancel, combine, or divide classes, change time, date or location if necessary. Program instructors will be notified as early as possible regarding any necessary changes.

Program Refunds/Prorating
Full refunds will be given to a participant if a request to withdraw from the program is received 5 business days prior to the first program. Failure to attend a program or "no shows" will not be granted a refund. If a customer is displeased with a program, they are encouraged to speak with the supervisor of the program and must complete a Refund Request Form.
There are exceptions to the refund policy and all withdrawals and refunds are at the discretion of the program supervisor. Instructors are paid based on the total revenue after refunds and adjustments have been made.

Program Facility/Park Site Information
Each instructor is responsible for the program set-up and clean-up of the facility and/or park site. Most facilities are equipped with tables and chairs. If such equipment is used during a program, it is expected that instructors will stack all chairs and tables and put the equipment in the appropriate place.
Instructors should arrive early enough to have the room set-up 15 minutes prior to the program start time, and allow enough time after the program to make sure the facility is cleaned and returned to its previous condition. Instructors are responsible for making sure the facility is completely secure at the end of the program. This may include locking the door and possibly alarming the facility. Please see supervisor to review procedures prior to instruction at least 5 days.

Marketing
The City agrees to place program information in the City of Roseville Parks, Recreation & Libraries seasonal Activity Guide. Additional marketing may be done to promote programs. The City of Roseville has strict marketing and branding guidelines, therefore all marketing material will be created by program supervisors. Direct mailers and flyer distribution can be discussed and must be approved with program supervisors.

Volunteers/Program Assistants
No volunteers or program assistants, (14 years or older) may work in a program or with any program participants unless they have completed a volunteer application, the City of Roseville's volunteer hiring process and have been issued a clearance from the program supervisor.

Class Information

Program Rosters & Enrollment Information
Program supervisors will send the class roster, waiver, evaluations, waitlists and other pertinent information via email 24-48 hours before the start of your class. If you would like to receive a hard copy, you must contact your supervisor in a timely matter.
All participants must be confirmed on the City of Roseville Parks, Recreation and Libraries roster. If a participant is not on the roster, do not turn them away. Please verify their registration with a receipt. If a program location is at a facility with a customer service desk, ask the participant and/or parent to register with a customer service representative. The parent must sign the Program Waiver Form, and provide a home phone number and complete address with zip code. Instructors are responsible for informing their supervisor within 24 hours, should this occur so they can check registration information.

Material Fees
Instructors collecting a material fee separately from the registration fee must use all money collected for program materials. Instructors are required to turn in to the program supervisor all receipts of purchases within 10 days of the first program meeting. If the material fee exceeds the cost of supplies the instructor must return the excess material fee money to program supervisor. Program supervisor will use their discretion to determine if an adjustment is needed to the material fee of future programs. Should the material fee not cover the cost of supplies, it is the responsibility of the instructor and compensation will not be made by the City of Roseville. Supervisors may be able to purchase supplies for instructors prior to the first day of class; however, cannot do so for a contracted program. Contractors must provide all necessary supplies and materials.

Program Waivers
Instructors are required to have the Program Waiver Form signed by every participant's parent before the start of the first class in order for them to participate in any program. A completed Program Waiver Form must be returned to the supervisor after the last program meeting for liability and record retention purposes.

Evaluations
The City of Roseville places a high importance on feedback from our customers. The expectation is that all participants have the opportunity to share their feedback. Instructors need to explain to participants that the City requires evaluations of all programs and their input is valued and appreciated. For youth programs, parents may need to complete the evaluations. Please ask parents to get their children's input.

Evaluations are due to the program supervisor within one (1) week from the final program meeting. Please allow time for evaluations to be completed (e.g. end the program 5 minutes earlier); do not send them home with customers. The expectation is that we receive completed evaluations equaling at least 50% of the program's roster at the end of the final class. If a program does not have completed evaluations, the instructor may receive up to *15% deduction* in fees paid for that program. A copy of our program proposal, waiver, youth evaluations, accident report and incident report are provided at the end of this packet. Your supervisor will provide additional copies during your programs. Soft copies may be emailed to instructors.

American with Disabilities Act, (ADA)
The ADA is a federal legislation that guarantees equal opportunities for individuals with disabilities. The City of Roseville does not discriminates and will accommodate where possible. Please notify supervisor immediately of necessary accommodations are needed.

Emergency Protocol

Accident Report
If a participant is injured, notify the program supervisor and/or a Parks, Recreation and Libraries Department staff member immediately. A completed Accident Report must be given to the program supervisor within 24 hours of the accident. In the case of a potentially life-threatening emergency, call 911. If a participant is transported to a medical facility to receive care, a supervisor must be contacted immediately. If the program supervisor is unavailable, then another program supervisor must be contacted- keep calling until you reach a supervisor. A completed Accident Report must be turned into a City of Roseville Parks, Recreation & Libraries office immediately and should not be distributed to the parents.

Incident Report
Should an incident occur during the program with participants or a member of the public, a report should be completed and given to the program supervisor within 24 hours of the incident.
For further clarification on Accident and Incident Forms, see a program supervisor. Instructors are required to have these forms at each program meeting. If additional forms are needed, they can be obtained at any Parks, Recreation & Libraries office.

Parent Consent Forms
Should a participant require the use of a nebulizer, epinephrine, blood glucose or administration of medication, a signed consent form must be filled out by the legal parent or guardian. This is mandatory for a child to bring medication for any of our City of Roseville programs.
Parent/ guardians may also sign a consent form for a child to sign themselves in/out but must be signed by the parents on the first day of class.

Missing Child
If a participant is missing (Code Adam), the instructor must obtain a detailed description of the child and assign additional staff to assist in searching for the child. To ensure the other participants safety, consolidate them to a secure location. If you are at a City of Roseville facility, alert the City staff of a "Code Adam". If participant is not found after 5 minutes, call 911 and your direct supervisor. If participant is found, cancel "Code Adam". A mandatory incident report is required for all missing children, regardless of how long the child was missing.

Mandated Reporting
It is the job of the instructor to be aware of the participants in their programs, including looking out for potential signs of abuse. Warning signs could be: bruising, red marks, change in behavior: socially removed/ upset or frequently tired. If you are concerned of abuse, fill out an incident report and speak with your direct supervisor. Do not speak with the parents of suspicions you have, contact your supervisor and review the next steps to take.

Late Pick-Up
If participant's parent or guardian is late for pick-up, it is the instructor's job to contact the parents within 15 minutes of tardiness. The participant is subject to additional fees from the contractor facility. If the participant is in a City of Roseville staffed camp, the City holds the right to charge the parents for the staff

Frequently Asked Questions

1. How are instructors paid?

Instructors will work out a participant fee that benefits both the City and the Instructor. Paydays are determined by the pay schedule.

2. How is registration taken?

Participants can register online, via phone or in-person at one of our facilities.

3. Once I start teaching classes, am I guaranteed to continue working?

Instructors may complete a program proposal for each season unless the following: low enrollment in the past, change in direction for the City, no space.

4. I have leftover money from the material fees. What do I do?

Any unspent money will go into your programs budget or can be used to buy supplies for future classes/ camps.

5. My schedule has changed and I can't teach the classes I committed to, what do I do?

You will work with your direct supervisor to come up with a make-up date to ensure participants don't miss out on the class. If you cancel on this class, you are subject to termination or significant reduction of hours.

6. I have arrived at a City facility to teach but it is locked, who do I contact?

Call your direct supervisor. If they do not answer, call (916) 772-PLAY, extension #4 which will direct you to the Maidu Community Center where the programming team works.

7. My class enrollment is low, how can I increase registration?

You should check in with your direct supervisor weeks before the program starts to ensure everything is looking good. If numbers aren't what we want them to be at, the City may make an attempt to do additional marketing.

8. I have become sick/ or obtained an injury during myprogram. What do I do?

Call your direct supervisor so they can facilitate your class for the remainder of the session.

9. A parent is late for every pick-up, who do I contact?

You should remind the parent when the class ends and contact your supervisor to advise what next steps should be.

10. What if I have more questions?

Direct further questions to your supervisor.

COUNCIL COMMUNICATION

CC #: 9729
File #: 0600-06

Title:	Civic Plaza at Royer Park - Legacy Program and Concept Design
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a Legacy Program and Concept Design for the Civic Plaza at Royer Park.

BACKGROUND

The Parks, Recreation & Libraries Department engages the public to suggest names for new parks and recreation facilities on an annual basis. Over the course of many years, former employee names have been submitted for consideration. This has created an ongoing challenge for the Park Naming Subcommittee, in how to recognize employees who have dedicated a long and productive career with the City of Roseville.

To appropriately recognize long term City employees, staff proposes using the Downtown Bridges Project as a platform. The main or center bridge is intended to be a wide pedestrian connection between the Civic Center/Vernon Street Town Square and Royer Park. With the large elevation changes on the Oak Street side of the creek being higher compared to the lower elevations at Royer Park, a grand stairway, ramp system and plaza at Royer Park was integrated into the bridge project. This presented an opportunity to create a legacy program to recognize long term employees by utilizing the vertical and horizontal planes of the stairway, ramps and plaza.

The Legacy Program proposes to create plaques in the shape of a fish, frog, turtle and bird. These shapes would be similar in size. The powder coated aluminum plaques would be standardized and secured in random patterns onto the vertical surfaces of the stairs, ramps and plaza. Engraved onto each plaque is the employee name and the years of service. The concept is to keep the plaques simple and uniform while blending art into the civic plaza.

The program envisions that when an employee retires or separates from City service after being vested, they, their family or friends can purchase a fish, frog, turtle or bird shaped plaque in honor of the employee, which would then be added to designated surfaces at the plaza. The cost of the plaques are estimated to be $200.00 per plaque. Costs will be adjusted annually to reflect actuals.

It is envisioned that once all vertical spaces are filled, the program would expand to the brick

pavers within the surface of the plaza. The brick is currently included in the existing plaza design and is planned to be installed as originally approved. During the design/development process, staff met with various City departments to review the program.

The material of the plaques has been selected for longevity and low to no maintenance. Replacement cost offsets will be included in the initial cost and set aside in a separate endowment replacement fund.

The Parks & Recreation Commission reviewed the program proposal at the August 6, 2018 meeting and recommended approval to the City Council.

FISCAL IMPACT

The fiscal impacts are minimal requiring some administration in collecting plaque orders, coordinating fabrication of the plaques and installation. This program is intended to be self-funded and without General Fund support with the exception of staff time. The cost of each plaque shall reflect actual costs annually.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

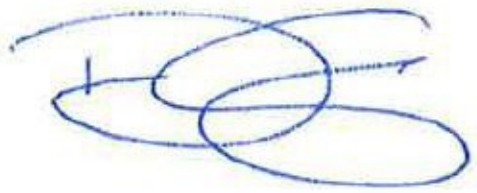
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b)(3)). The Employee Recognition Program at Royer Park Civic Plaza does not include the potential for a significant environmental effect, and there is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-06

Employee Recognition Design Development Booklet

RESOLUTION NO. 19-06

APPROVING AN LEGACY PROGRAM AND CONCEPT DESIGN FOR THE CIVIC PLAZA AT ROYER PARK

WHEREAS, the Parks, Recreation & Libraries Department engages the public to suggest names for new parks and recreation facilities on an annual basis; and

WHEREAS, to appropriately recognize long term City employees, staff proposes using the Downtown Bridges Project as a platform; and

WHEREAS, the program envisions that when an employee retires or separates from city service after being vested, they, their family or friends can purchase a fish, frog, turtle or bird shaped plaque in honor of the employee, which would then be added to designated surfaces at the plaza; and

WHEREAS, the Parks & Recreation Commission reviewed the program proposal at the August 6, 2018 meeting and recommended approval to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the proposed Legacy Program and Concept Design for the Civic Plaza at Royer Park is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call.

AYES COUNCILMEMBERS:

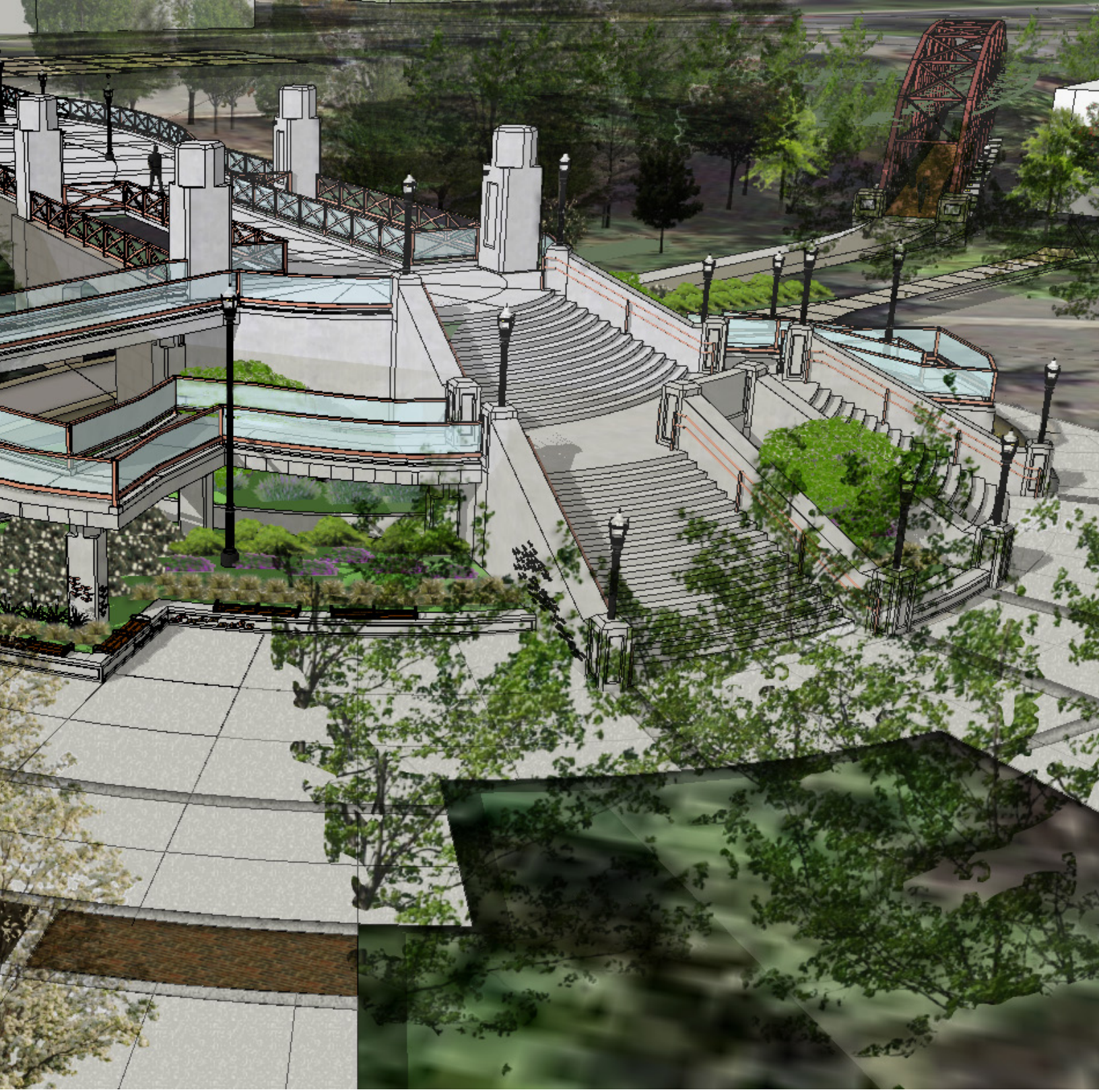
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



DESIGN DEVELOPMENT BOOKLET

Royer Park Civic Plaza

August 30, 2018

prepared for:

CITY OF ROSEVILLE - PARKS, RECREATION & LIBRARIES
316 Vernon Street, Suite 400
Roseville, CA 95678
916.772.7529

prepared by:

CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
916.985.4366

TABLE OF CONTENTS

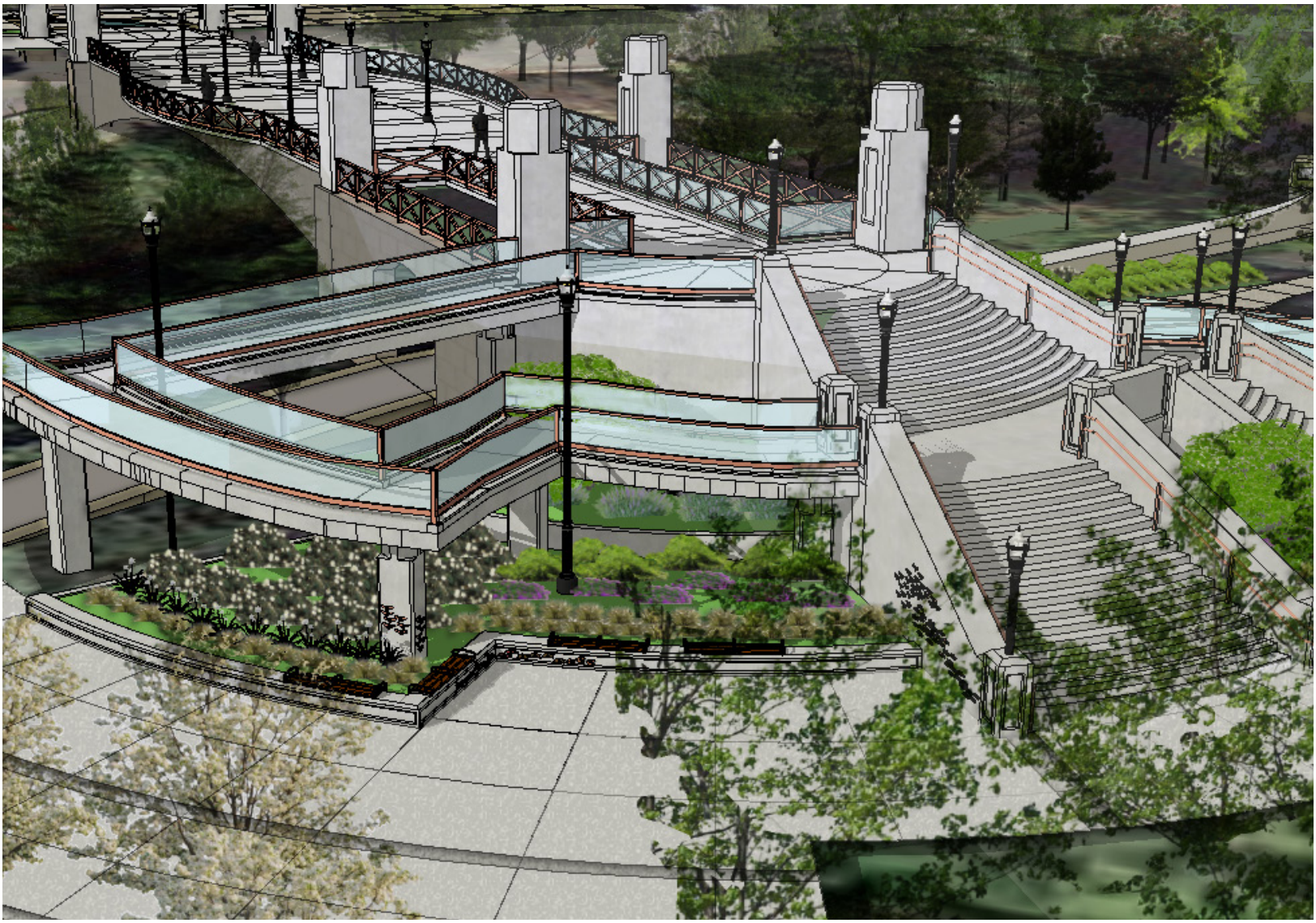
1. OVERVIEW/GOALS 1
2. PURPOSE / PURCHASE ELIGIBILITY 2
3. ART / NAME PLATE PROGRAM LAYOUT 3
4. MATERIAL LIST 4
5. NAME PLATE COLOR PALETTE 5
6. NAME PLATE DESIGN DETAILS 6
7. NAME PLATE TYPICAL LAYOUT 10
8. INTERPRETIVE SIGN DETAILS 11
9. PHASE 2- PAVER DESIGN 13
10. SUPPORT IMAGES 14
11. PHASING PLAN 17

OVERVIEW AND GOALS

The construction of the pedestrian bridge spanning Dry Creek and connecting the Vernon Street Town Square with Royer Park, creates an opportunity for a special gathering space at the park. The City intends to develop a plaza space at the transition between the pedestrian bridge and the park. The plaza provides an opportunity for an art program that reflects the City's goals of developing a special space for acknowledgement of City service.

Goals established for the Civic Plaza include:

- Artistic display of name plates on vertical surfaces.
- Low maintenance and vandal resistant features.
- Engraved pavers on ground plane that reflect the same design style as the name plates.
- Develop interpretive signage to describe art/name plates.



PURPOSE

The purpose of the Royer Park Civic Plaza is to provide opportunities for retired City employees, or ones who separated from City service after a long tenure, to be recognized for their service at the City. The development of the Civic Plaza allows these employees, their family members or their friends to purchase name plates that are artfully displayed on the plaza walls, ramp columns and seatwalls.

The project will be installed in two (2) phases. Phase one includes name plates designed to reflect the wildlife along Dry Creek. These name plates are installed on ramp and stair walls, seat walls, or bridge columns. An interpretive sign on the staircase illustrates the intent of the art/name plates including descriptions of the unique shape of the name plates that highlight wildlife found along Dry Creek. Once the vertical surfaces are filled, the Phase 2 improvements are available that include engraved pavers installed on the ground.

PURCHASE ELIGIBILITY

Requirements for purchase of name plates and pavers are as follows:

- Employee must be vested with the City.
- Purchase made by individual, family or friend.
- Purchase is upon separation with the City.

ART/NAME PLATE PROGRAM LAYOUT

The vertical surfaces offers an opportunity to display the engraved name plates of retired employees. Ground plan improvements include engraved bricks with the name and years of service for retired employees.

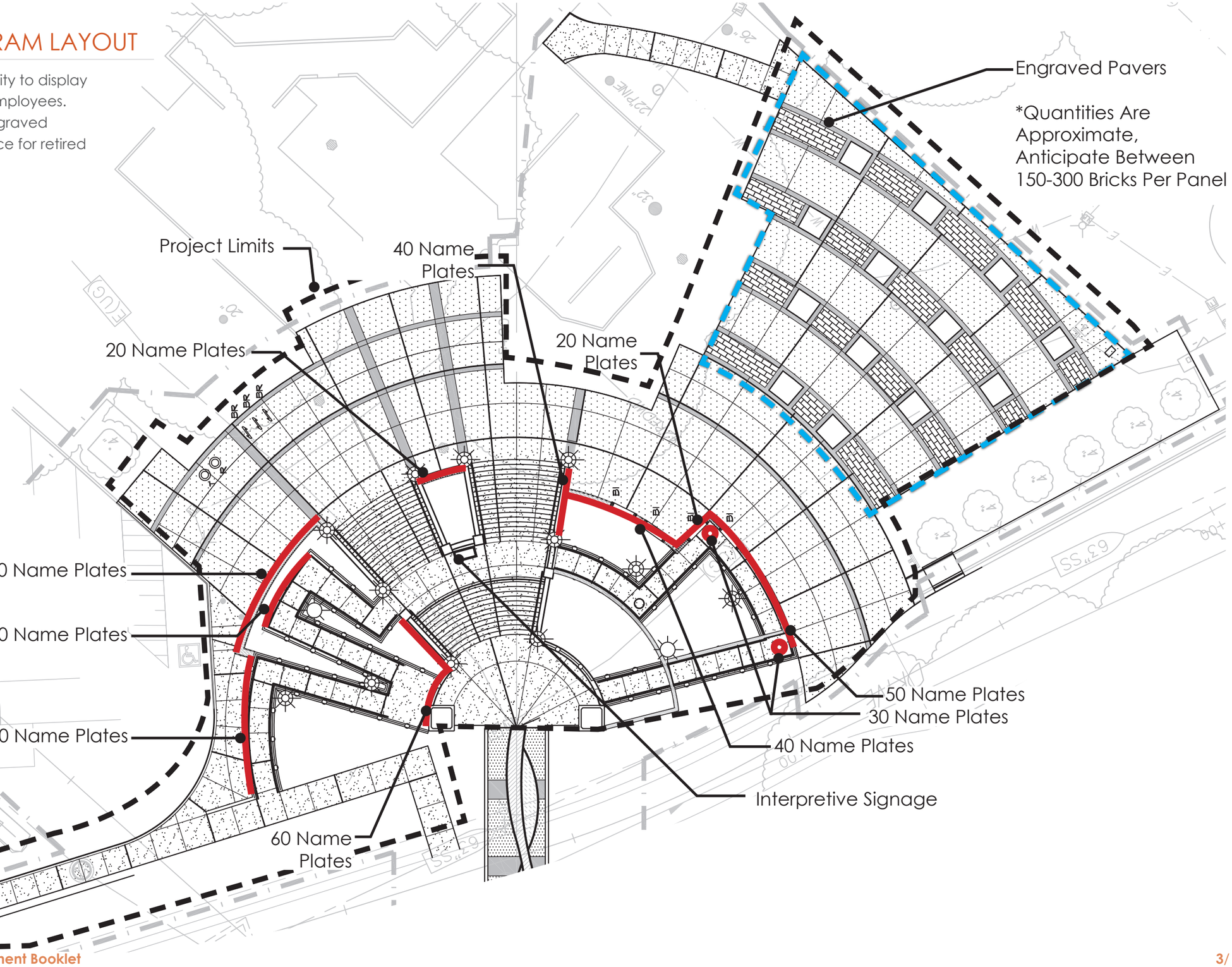
PHASE 1:

OPPORTUNITY FOR NAME PLATES ON VERTICAL SURFACES

*QUANTITIES ARE APPROXIMATE, ANTICIPATE 450 NAME PLATES ON VERTICAL SURFACES

PHASE 2:

OPPORTUNITY AREA FOR GROUND PLANE IMPROVEMENTS



MATERIALS LIST

A. Name Plates

1. Size Varies, 1/4" Powder Coated Aluminum with engraved letters, mechanically attached to wall with dowels.

B. Interpretive Signage

1. Sign Panel: Fossil Industries, E12-063-T8, 1/2" Exterior CHPL Graphic, 8 threaded inserts with tamper resistant bolts, or equal. Panel Size: 24" x 38"
2. Mounting Equipment: Fossil Industries, RRP1212-2, Double round rail pedestal, black powder coat aluminum, or equal.
3. Mounting Plate: Fossil Industries,12" x 12", fits rail diameter of 1 -1/2" - 2", black powder coat aluminum, or equal.

C. Engraved Pavers

1. Paver: 4x8 size concrete brick paver, Tan/Gray Color Combination, 80mm thickness in traffic areas and 60mm thickness in pedestrian only areas.

NAME PLATE COLOR PALETTE

COLOR CHART

Color A	Color B	Color C	Color D
RAL 8001	RAL 6013	RAL 1005	RAL 8028
(TURTLE)	(FROG)	(FISH)	(BIRD)

Note: RAL is an industry standard for powder coated colors.

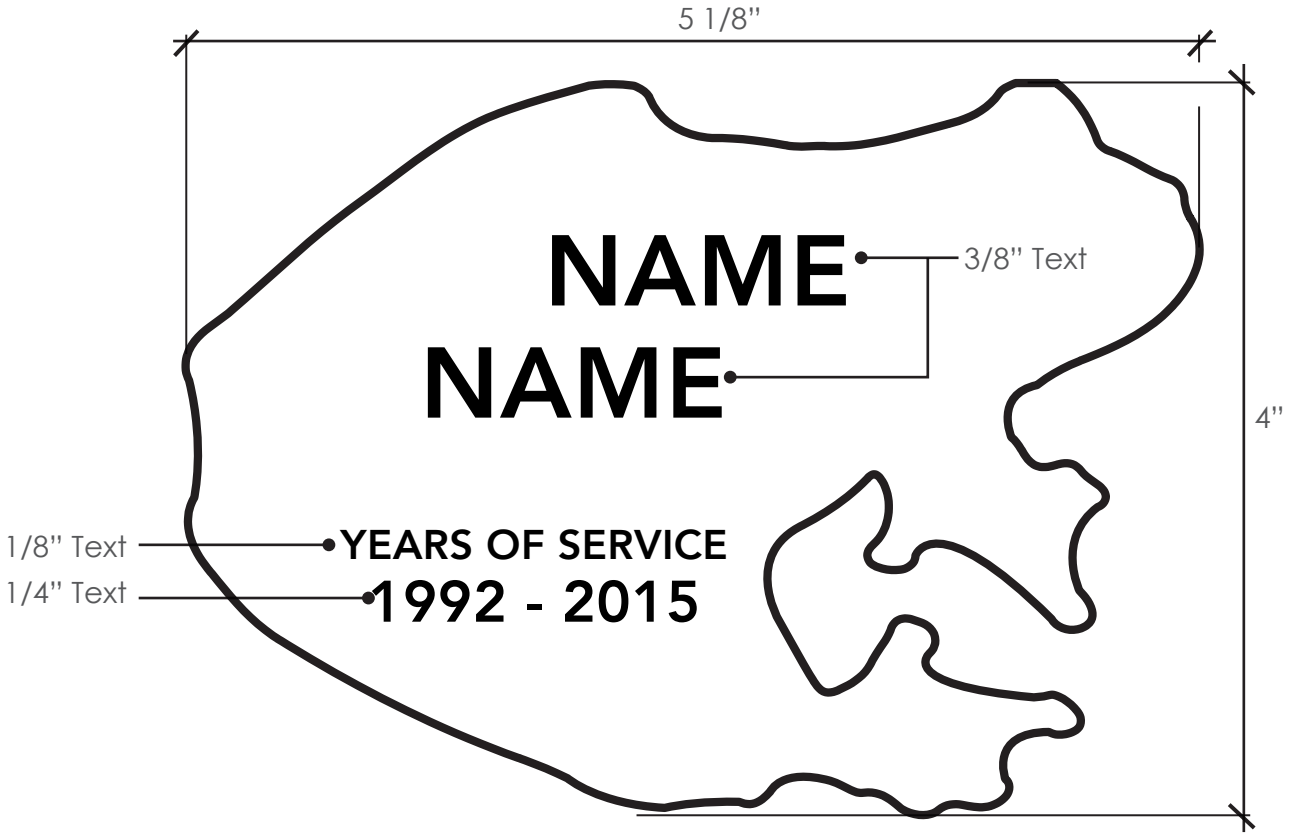
NAME PLATE DESIGN DETAILS

FROG

Species Inspiration: Sierran Treefrog

Color:

B - RAL 6013



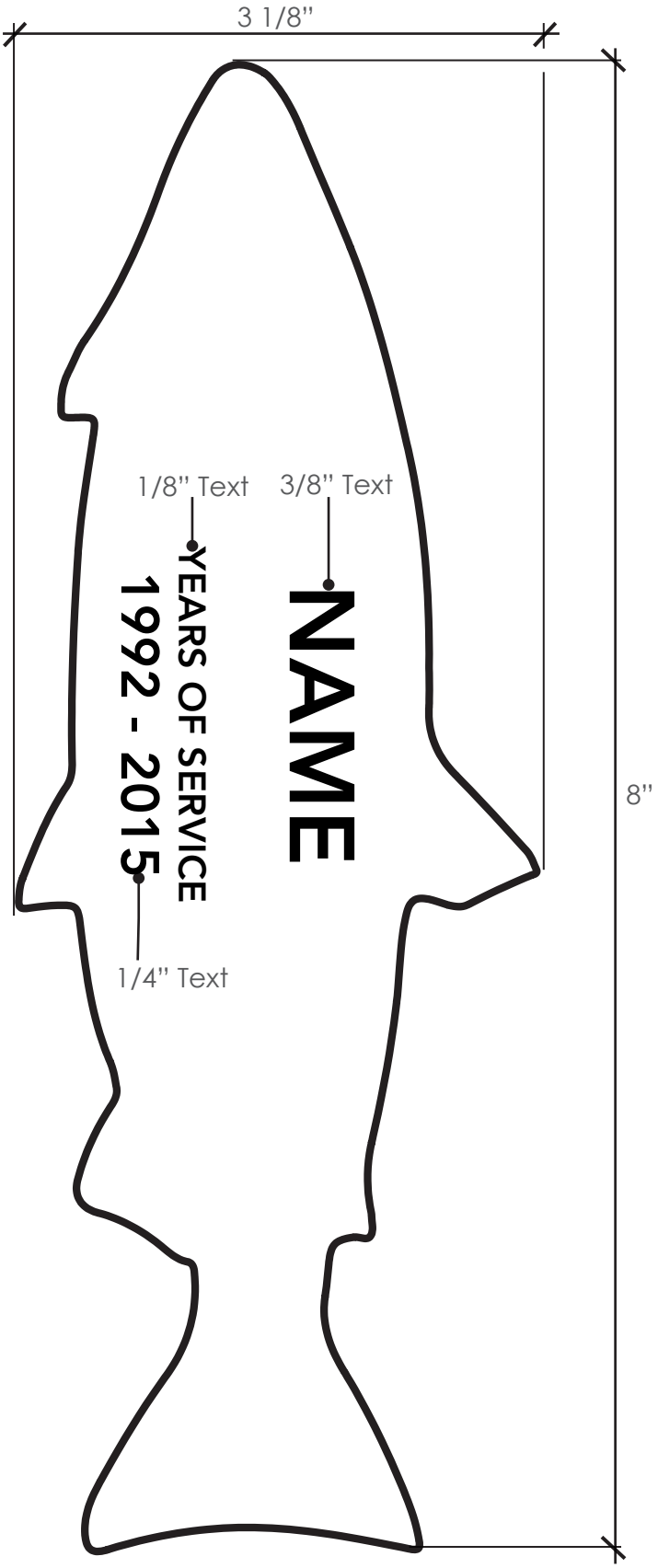
NAME PLATE DESIGN DETAILS

FISH

Species Inspiration: Central Valley Chinook Salmon

Color:

C - RAL 1005

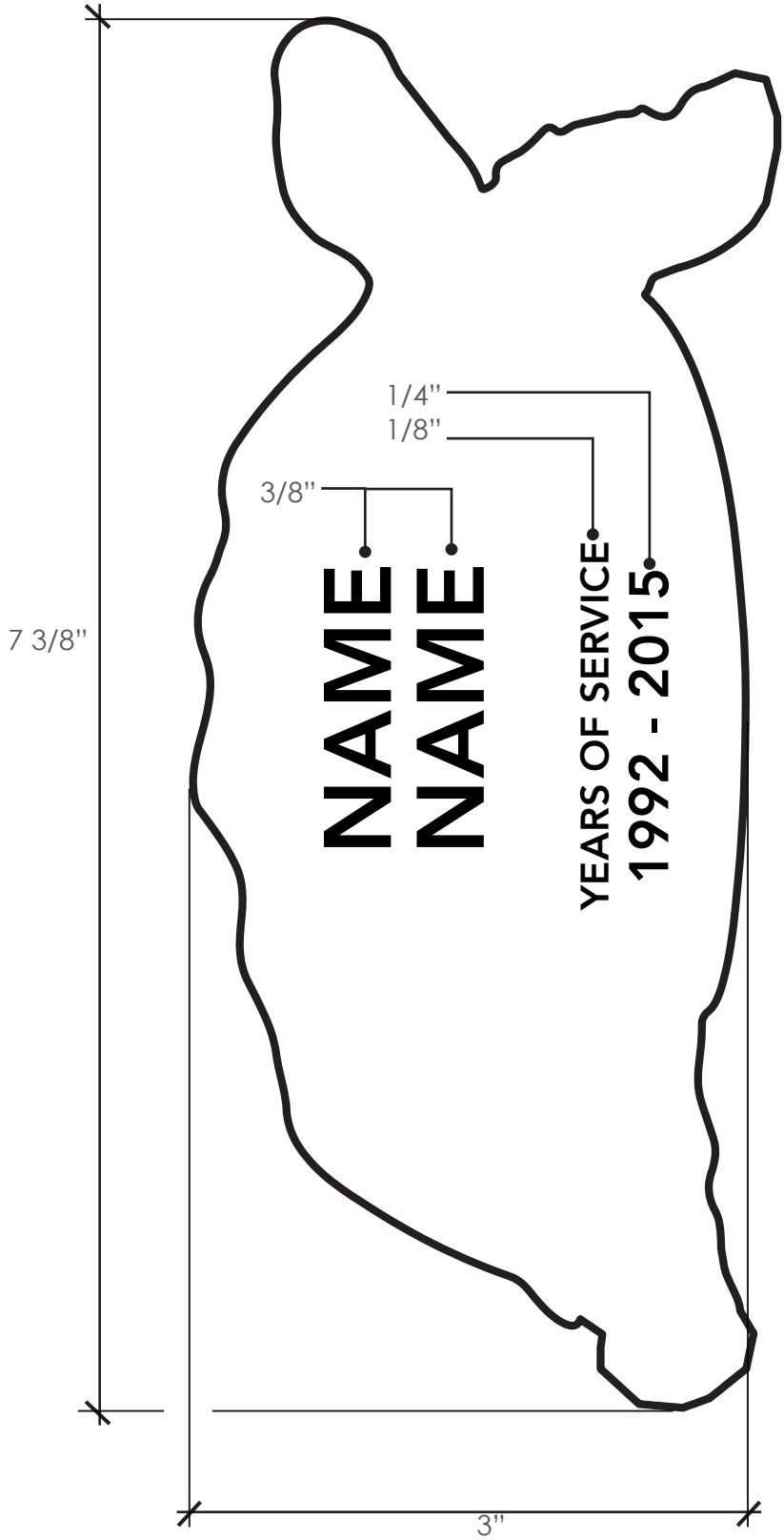


NAME PLATE DESIGN DETAILS

TURTLE

Species Inspiration: Western Pond Turtle

Color:
A - RAL 8001



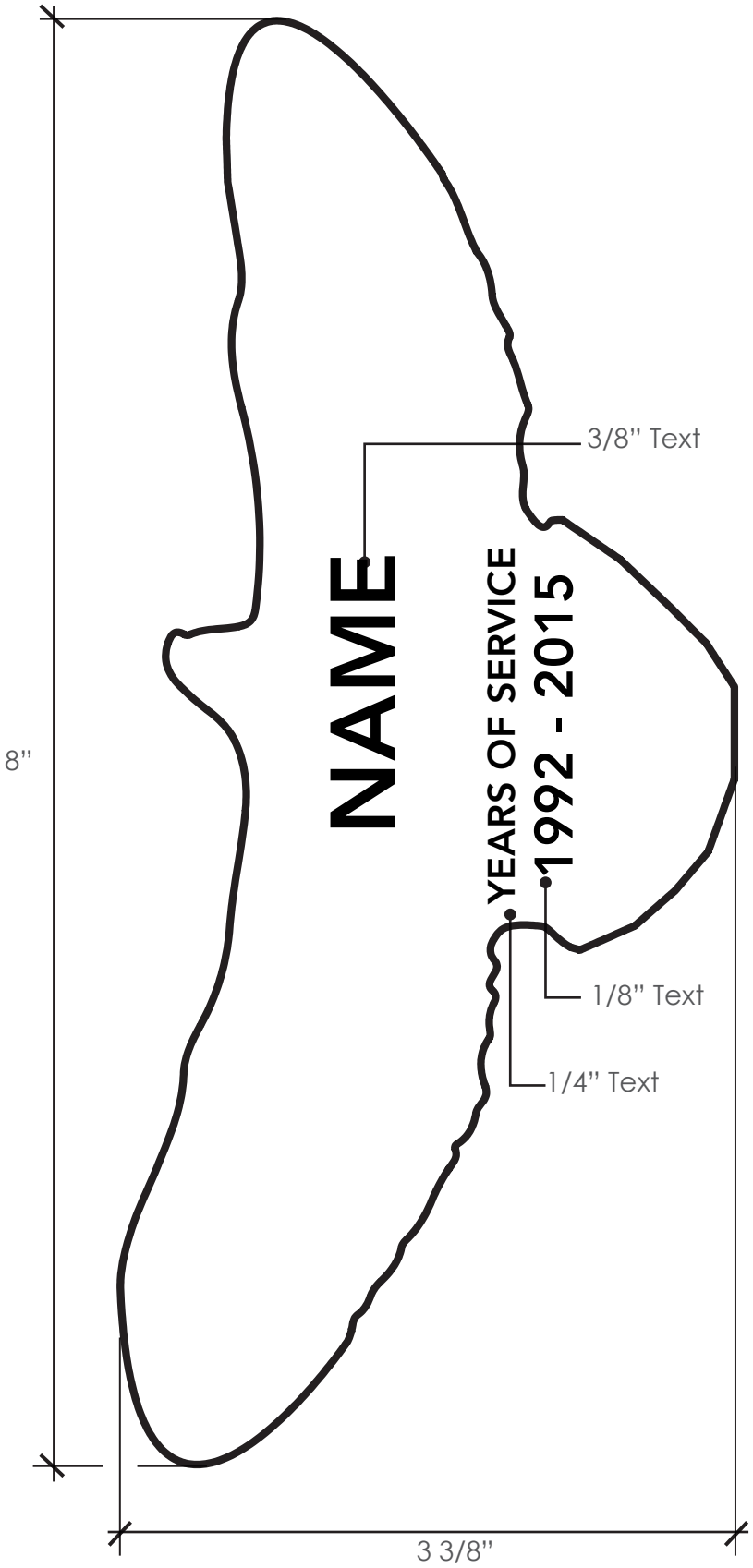
NAME PLATE DESIGN DETAILS

HAWK

Species Inspiration: Cooper's Hawk

Color:

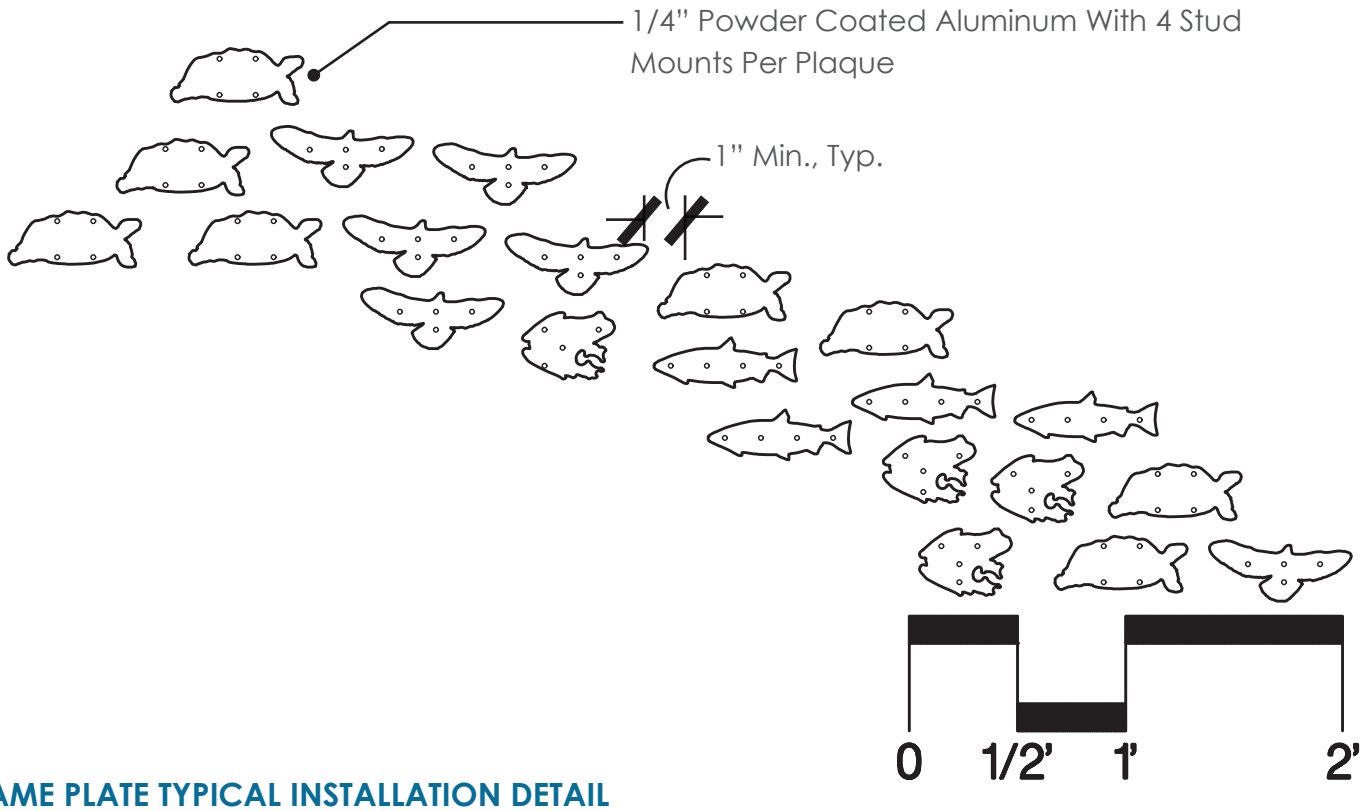
D - RAL 8028



NAME TYPICAL PLATE LAYOUT

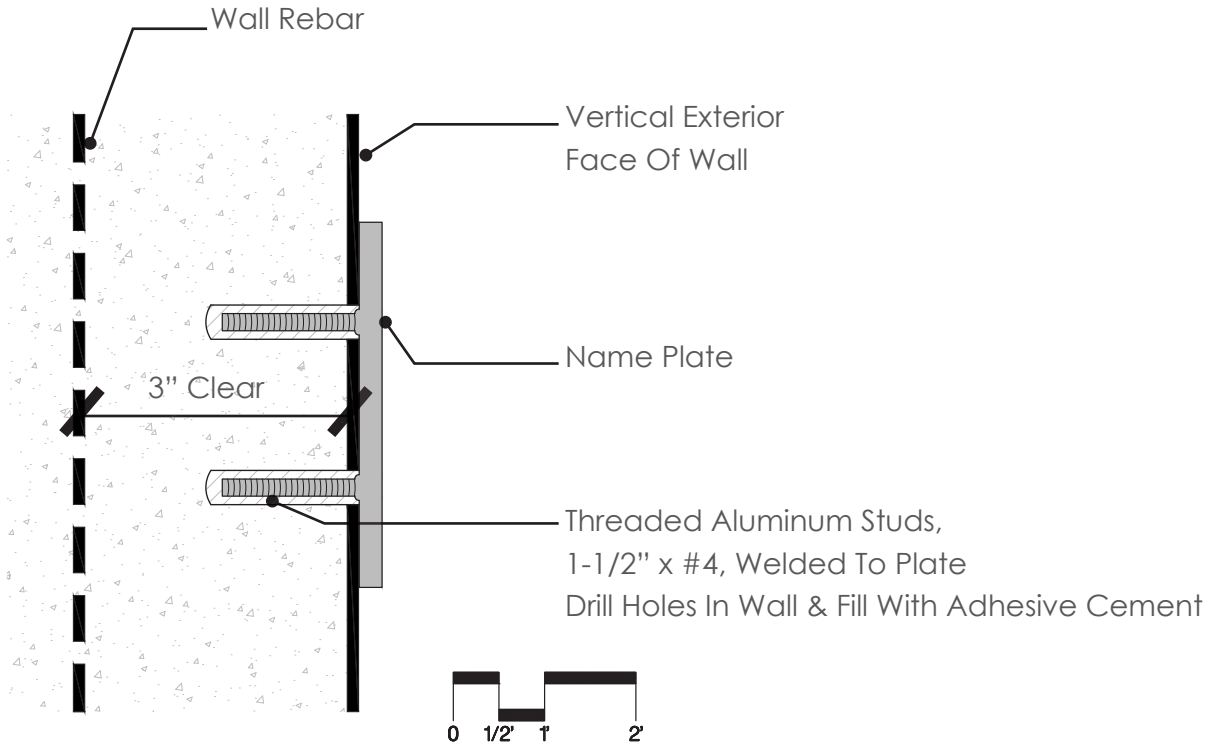
NAME PLATE TYPICAL LAYOUT DETAIL

Final layout to be determined by the City.



NAME PLATE TYPICAL INSTALLATION DETAIL

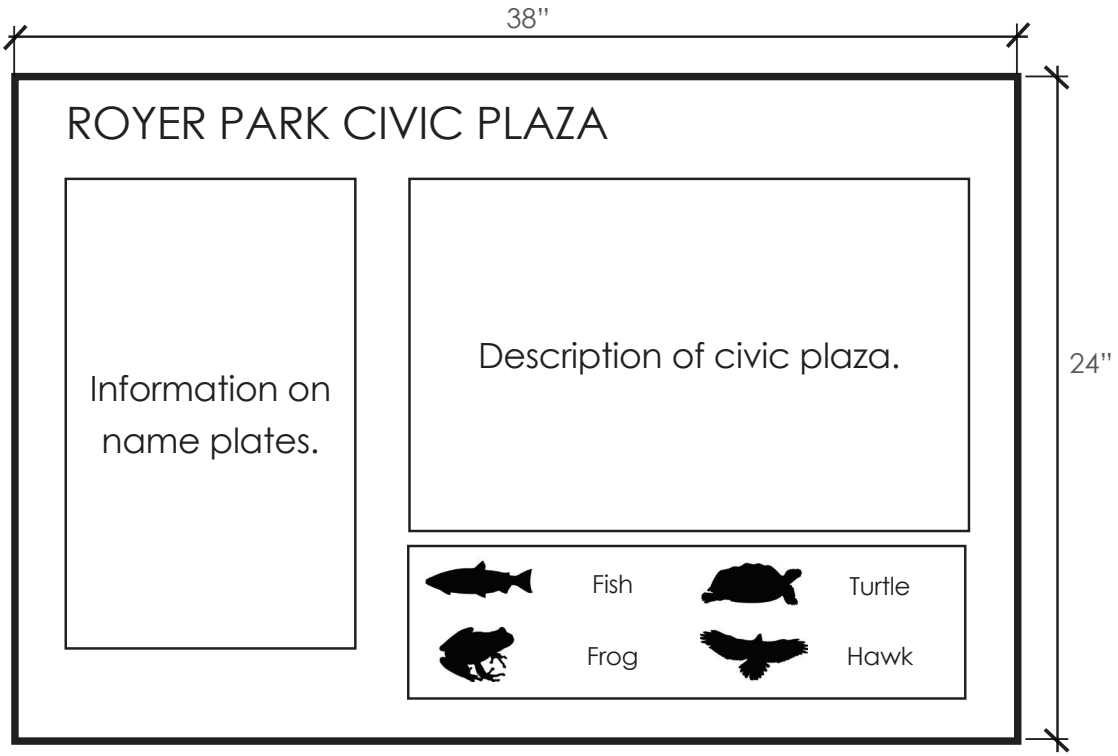
Plates to be installed by City approved licenced contractor or city staff.



INTERPRETIVE SIGN DETAILS

INTERPRETIVE SIGN PANEL LAYOUT

The layout of panel should include a general description of the civic plaza, the intent of the name plates and a description of name plate shapes. Final layout of design to be determined by City.



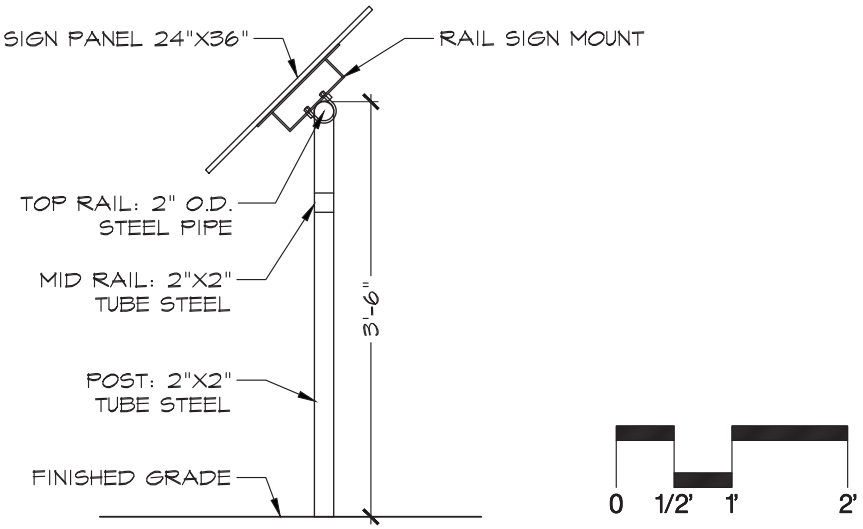
INTERPRETIVE SIGN MATERIAL

Manufacturer: Fossil Industries, or equal

Part Number:1/2" Exterior custom high pressure laminate graphic, 8 threaded inserts with tamper resistant bolts

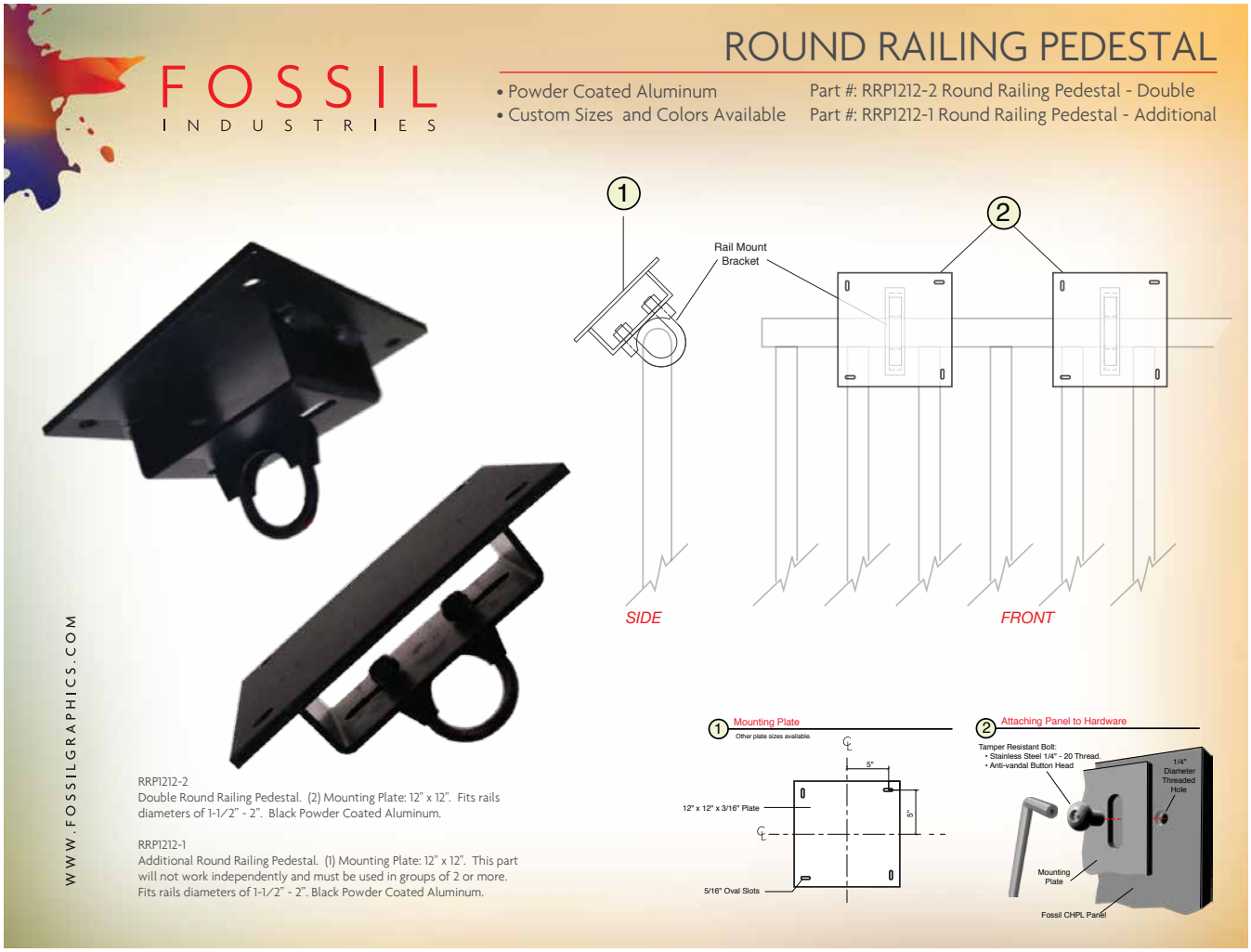
Panel Size: 24" x 38"

INTERPRETIVE SIGN DETAIL



INTERPRETIVE SIGN DETAILS

INTERPRETIVE SIGN MOUNT EXAMPLE DETAIL



INTERPRETIVE SIGN MOUNTING EQUIPMENT

Manufacturer: Fossil Industries, or equal

Part Number: RRP1212-2, Double round rail pedestal.

Mounting Plate (2): 12" x 12", fits rail diameter of 1 -1/2" - 2",

Color: Black powder coated aluminum

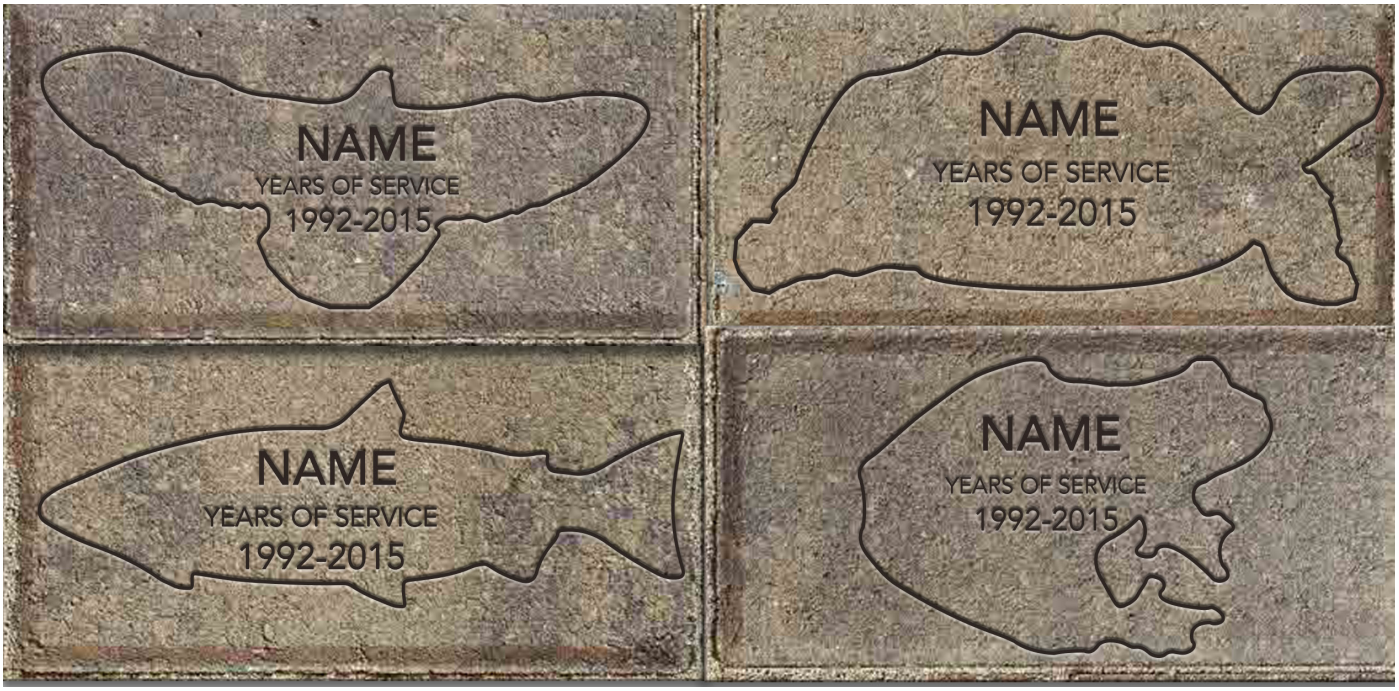
PHASE 2 - PAVER DESIGN

ENGRAVED PAVERS

By incorporating former City Employee's names and years of service on the same animal shapes, the pavers utilize a similar concept as the name plates in order to tie in both phases.

Final design, layout and brick selection to be determined by the City.

ENGRAVED PAVER WITH WILDLIFE CRITTER SHAPE



SUPPORT IMAGES

INSPIRATIONAL IMAGES

Los Gatos Library Donor Wall - Metal Name Plates and Corresponding Sign

INSPIRATIONAL IMAGES

Phase 2 Engraved Pavers.

SUPPORT IMAGES

NAME PLATE TYPICAL LAYOUT

Seat Walls, Ramp Wall and Railing

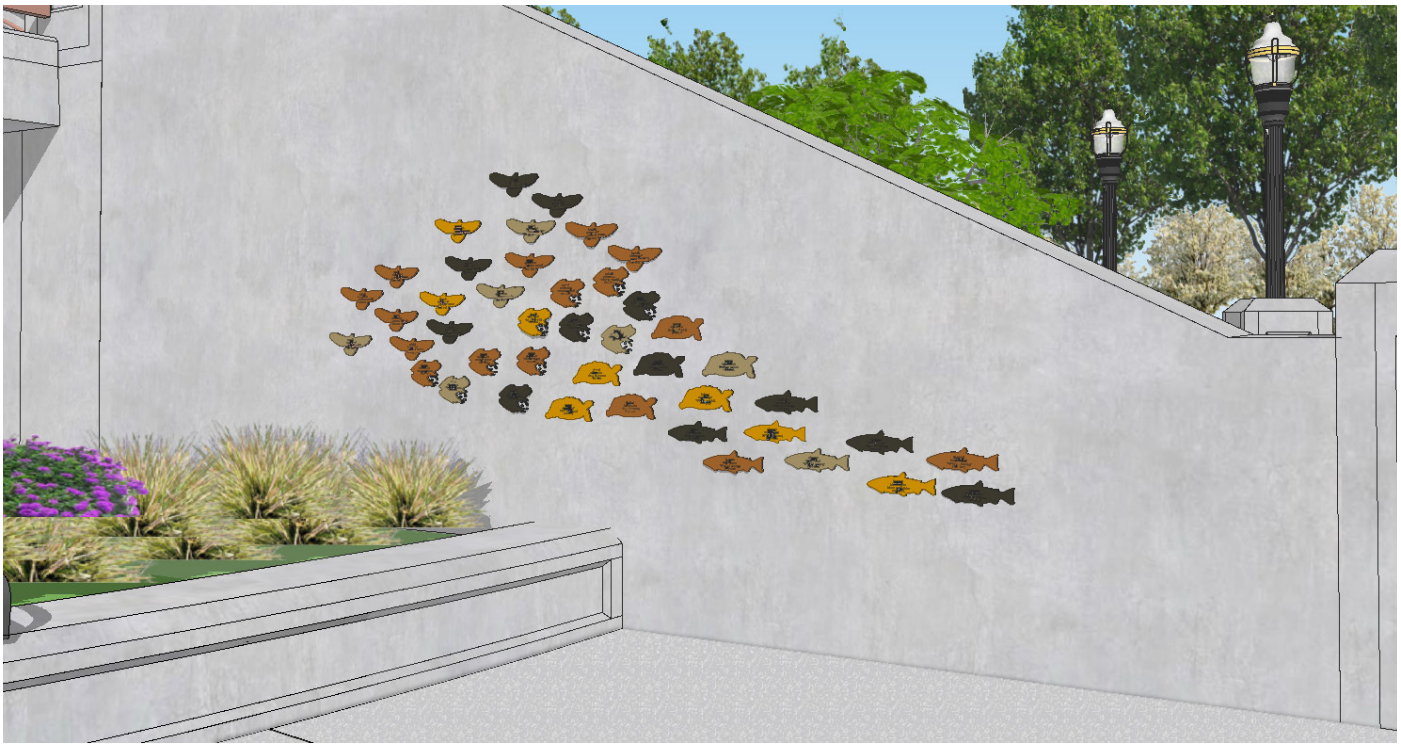
NAME PLATE TYPICAL LAYOUT

Seat Walls and Columns

SUPPORT IMAGES

NAME PLATE TYPICAL LAYOUT

Stair Wall: Wildlife shapes in groupings by shape

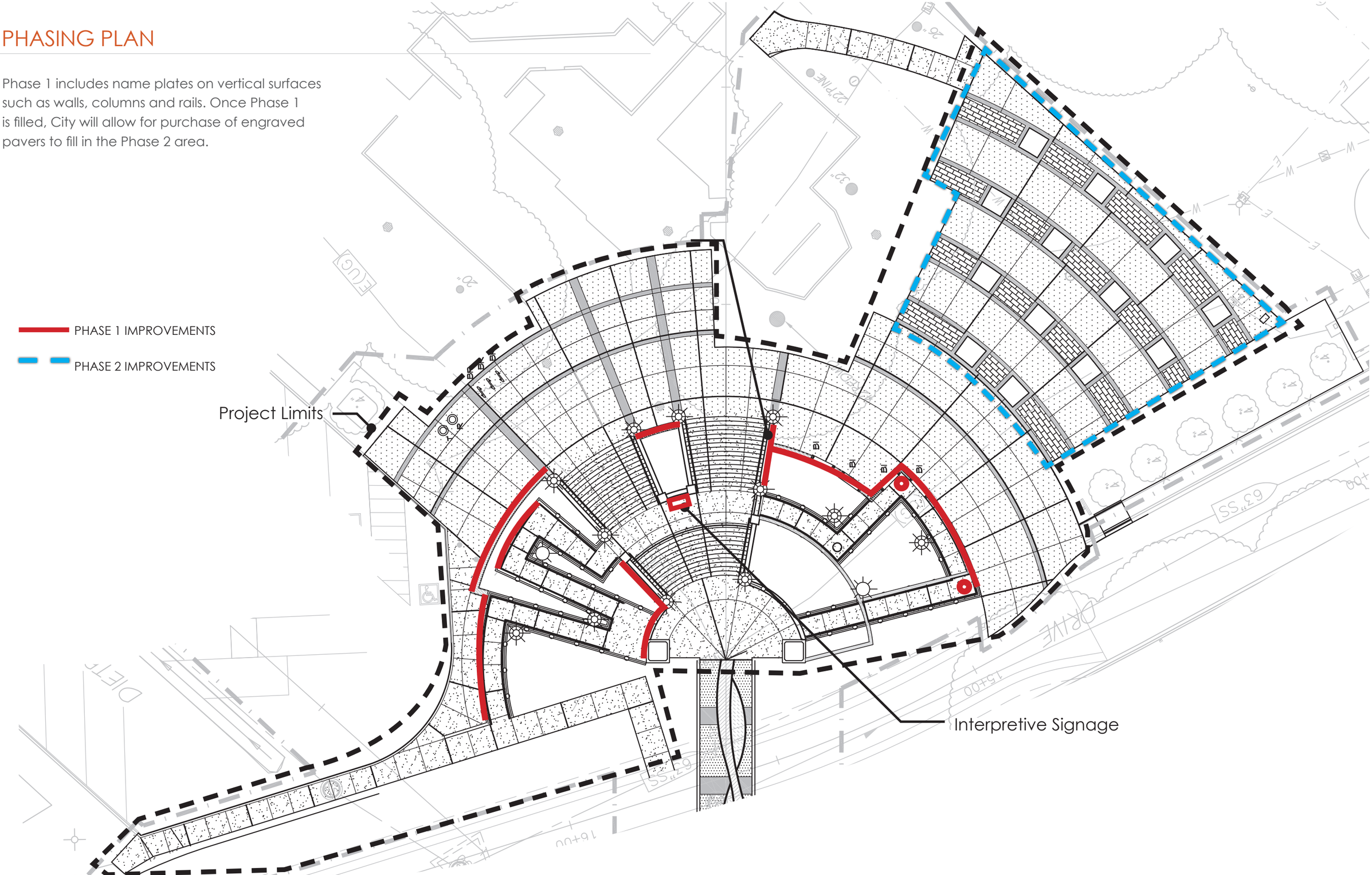


NAME PLATE TYPICAL LAYOUT

Stair Wall: Wildlife shapes random layout

PHASING PLAN

Phase 1 includes name plates on vertical surfaces such as walls, columns and rails. Once Phase 1 is filled, City will allow for purchase of engraved pavers to fill in the Phase 2 area.



COUNCIL COMMUNICATION

CC #: 9723
File #: 0503-02

Title:	Conflict of Interest Disclosure Amendment
Contact:	Audrey Byrnes 916-774-5268 abyrnes@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a Resolution updating the City of Roseville's Conflict of Interest Code to accurately reflect positions and disclosure requirements subject to the Code.

BACKGROUND

The Fair Political Practices Commission (FPPC) requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Annual filing of Statements of Economic Interest Form 700 enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in February 2017.

FISCAL IMPACT

There is no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

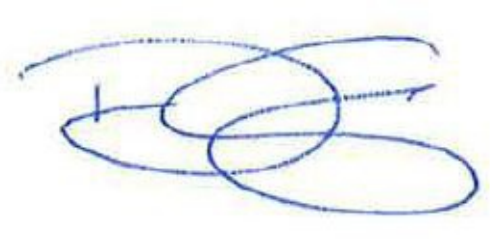
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Adoption of Fair Political Practices Commission regulations do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Audrey Byrnes, Assistant City Clerk

Sonia Orozco, City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-01

Appendix !

Appendix II

Redlined - Appendix I

RESOLUTION NO. 19-01

READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 18-16

WHEREAS, the Political Reform Act of 1974, as amended ("the Act", California Government Code §81000 et seq.) requires in Government Code §87300 that each agency subject to the Act, including the City of Roseville, adopt a local Conflict of Interest Code; and

WHEREAS, the Act provides in §87302 that each such local Conflict of Interest Code shall designate positions within each agency subject to the Code and further designate the types of reportable interests which much be disclosed by such designated employees; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (California Code of Regulations §18730) which permits agencies subject to the Act to adopt by reference a Model Conflict of Interest Code developed by the Fair Political Practices Commission; and

WHEREAS, any designated board or commission member or designated employee who fails to timely file a required statement of economic interest is subject to a fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act; and

WHEREAS, when the board or commission member's failure to file persists for more than thirty (30) days after the final filing date, the City Clerk will forthwith notify the member that he or she is disqualified from any participation in the meetings or other activities of the board or commission, until the member both files the required statement of economic interests and pays any fines associated with the failure to file. If the member's failure to file and/or pay the associated fine persists for more than sixty (60) days after the final filing date, the member shall be removed from the board or commission by Council action; and

WHEREAS, by Resolution No. 18-16, the City of Roseville has previously adopted said Model Code; and

WHEREAS, the City Council now desires to readopt said Model Code to change the list of designated classifications and categories of disclosure required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that:

1. Pursuant to the provisions of California Government Code §87300 and the California Code of Regulations §18730, the Council hereby readopts the Model Conflict of Interest Code of the Fair Political Practices Commission, as such Code currently exists or may hereafter be amended, as the local Conflict of Interest Code of the City of Roseville ("the Code").
2. Said Code shall apply and be applicable to those persons in the classified or unclassified service of the City of Roseville as listed in Appendix "I", attached hereto. Each designated board or commission member or designated employee in each designated classification shall be assigned to a disclosure category also set forth in Appendix "I".
3. Each designated board or commission member or designated employee in each designated classification, as listed in Appendix "I", shall report as required by the Code, all reportable interests for his or her particular disclosure category as shown in Appendix "II", attached hereto and as required by the Code.

BE IT FURTHER RESOLVED, that each designated employee in the Code shall be required to comply with AB 1234 ethics training requirements and failure to comply may result in disciplinary action; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1234 regarding ethics training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1661 regarding sexual harassment prevention training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to act as Filing Officer for all designated filers, and shall be responsible for the administration of the Conflict of Interest Code; and

BE IT FURTHER RESOLVED, that Resolution No. 18-16 (adopted January 10, 2018) is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Roseville, Placer County, California this _____ day of _____ , 2018, by the following roll call:

AYES COUNCILMEMBERS

NOES COUNCILMEMBERS

ABSENT COUNCILMEMBERS

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Administrative Analyst	3
Alternative Transportation Analyst	3
Alternative Transportation Manager	2
AMI Project Manager	3
Assistant City Attorney	1
Assistant City Clerk	3
Assistant City Manager	1
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Fire Chief	2
Assistant Human Resources Director	2
Assistant Planner	3
Assistant Police Chief	1
Associate Engineer	3
Associate Planner	3
Billing Services Manager	2
Boards & Commissions	1
▪Economic Development Advisory Committee	
▪Grants Advisory Commission	
▪Public Utilities Commission	
▪Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspection Supervisor	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
Business Systems Analyst	3
Buyer	3
Chief Information Officer	1
City Clerk	1
City Engineer	2
City Librarian	2
Code Enforcement Inspector	3
Code Enforcement Supervisor	3
Community Relations Analyst	3
Construction Inspection Supervisor	3
Construction Inspector	3
Controller	2
Crime Analyst	3
Database Analyst	3
Department Government Relations Administrator	2
Department Public Information Officer	3
Deputy City Attorney	1
Deputy City Manager	1
Development Analyst	3
Development Services Administrator	3
Development Services Analyst	3
Development Services Director	1
Development Services Manager	2
Economic Development Director	1
Economic Development Supervisor	3
Electric Business Analyst	3
Electric Compliance Analyst	3
Electric Customer Programs Supervisor	3

Electric Operations Manager	2
Electric Resources Analyst	3
Electric Risk and Compliance Supervisor	3
Electric Utility Director	1
Electric Utility Financial Administrator	3
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Services Administrator	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Rate Analyst	3
Equipment Maintenance Supervisor	3
ERP Manager	3
Facilities Manager	3
Finance Manager	3
Finance Supervisor	3
Financial Analyst	3
Fire & Environmental Safety Inspector	3
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2
Fire Inspection Supervisor	2
Fire Inspector	3
Fleet Manager	3
GIS Analyst	3
Government Relations Administrator	2
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1
Human Resources Manager	3
Information Security Administrator	3
IT Analyst	3
IT Division Manager	2
IT Programs Manager	2
Management Analyst	3
Marketing & Communications Analyst	3
Open Space Superintendent	3
Park Development Analyst	3
Park Planning & Development Superintendent	3
Parks Manager	3
Parks, Recreation & Libraries Business Administrator	3
Parks, Recreation & Libraries Director	1
Parks Superintendent	3
Permits Analyst	3
Permits Supervisor	3
Planning Manager	2
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Administrator	3
Power Engineer	3
Power Engineering Manager	2
Power Generation Superintendent	3
Power Plant Engineer	3

Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Project Coordinator	3
Public Affairs & Communications Administrator	2
Public Affairs & Communications Director	1
Public Information Officer	2
Public Works Director	1
Purchasing and Warehouse Manager	2
Recreation Manager	2
Recreation Superintendent	3
Refuse Superintendent	3
Refuse and Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corporation – CEO	1
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Development Services Analyst	3
Senior Electric Business Analyst	3
Senior Energy Services Account Representative	3
Senior Engineer	2
Senior GIS Analyst	3
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Planner	2
Senior Power Engineer	3
Senior Power Plant Engineer	3
Streets Maintenance Superintendent	3
Wastewater Treatment Plant Chief Operator	3
Wastewater Utility Manager	2
Water Quality Lab Supervisor	3
Water Treatment Plant Chief Operator	3
Water Utility Manager	2
Consultants	*

* To be determined on a case by case basis by the City Manager

87200 Filers: City Council, Planning Commission, City Manager, City Attorney, Chief Financial Officer

APPENDIX II

The types of economic interests that must be reported for each category are listed in the following chart. Letter designations of reportable interests correspond to applicable reporting schedules for Form 700.

Schedule	Category 1	Category 2	Category 3
A-1 Investments (less than 10% ownership)	x	x	
A-2 Investments (greater than 10% ownership)	x	x	
B Real Property	x	x	x
C Income, Loans, and Business Positions	x		
D Income – Gift	x	x	x
E Income – Travel Payments	x	x	

Disclosure Categories

There are three (3) disclosure categories for designated employees listed in Appendix I. Classification within one of the three categories is based upon the category descriptions as follows:

Category 1

Employees with a high level of decision-making authority. This category includes department heads and those employees in secondary levels of management involved in the land use, development, or contracting processes. Also included are selected employees with substantial responsibility in the area of construction of public facilities such as buildings and roads or employees involved in a broad spectrum of activities.

Category 2

Employees involved in the land use, development, or contracting processes who are not listed in Category 1 but provide significant services in the form of analysis and advice to decision makers.

Category 3

Employees generally uninvolved in the land use, development, or contracting processes but who provide significant services in the form of analysis and advice to decision makers.

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Administrative Analyst	3
Alternative Transportation Analyst	3
Alternative Transportation Manager	2
AMI Project Manager	3
Assistant City Attorney	1
Assistant City Clerk	3
Assistant City Manager	1
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Fire Chief	2
Assistant Human Resources Director	2
Assistant Planner	3
Assistant Police Chief	1
Associate Engineer	3
Associate Planner	3
Billing Services Manager	2
Boards & Commissions	1
▪Economic Development Advisory Committee	
▪Grants Advisory Commission	
▪Public Utilities Commission	
~~▪Successor Agency Oversight Board~~	
▪Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspection Supervisor	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
~~[BA1]~~Business Systems Analyst	3
Buyer	3
~~Central Services Director~~	~~1~~
Chief Information Officer	1
City Clerk	1
City Engineer	2
City Librarian	2
Code Enforcement Inspector	3
Code Enforcement Supervisor	3
Community Relations Analyst	3
Construction Inspection Supervisor	3~~2~~
Construction Inspector	3
Controller	2
Crime Analyst	3
Database Analyst	3
Department Government Relations Administrator	2
Department Public Information Officer	3
Deputy City Attorney	1
Deputy City Manager	1
Development Analyst	3
Development Services Administrator	3~~[BA2]~~
Development Services Analyst	3
Development Services Director	1
Development Services Manager	2
Economic Development Director	1
Economic Development ~~Manager~~ Supervisor	3
Electric Business Analyst	3

Electric Compliance Analyst	3
Electric Customer Programs Supervisor	3[BA3]
Electric Operations Manager	2
~~Electric Rates & Financial Administrator~~	~~3~~
~~Electric Regulatory Compliance Administrator~~	~~3~~
Electric Resources Analyst	3
[BA4]~~Electric Risk Management Administrator~~	~~3~~
Electric Risk and Compliance Supervisor	3
Electric Utility Director	1
Electric Utility Financial Administrator	3
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Services [BA5]Administrator	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Rate Analyst	3
Equipment Maintenance Supervisor	3
ERP Manager	3
Facilities Manager	3
~~Finance Director~~	~~1~~
Finance Manager	3
Finance Supervisor	3
Financial Analyst	3
Fire & Environmental Safety Inspector	3
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2
Fire Inspection Supervisor	2
Fire Inspector	3
Fleet Manager	3
GIS Analyst	3
Government Relations Administrator	2
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1
Human Resources Manager	3
Information Security Administrator	3
~~Interpretive Services Supervisor~~	~~3~~
IT Analyst	3
IT Division Manager	2
IT Programs Manager	2
~~Key Accounts Representative~~	~~3~~
Management Analyst	3
~~Mapping Supervisor~~	~~3~~
Marketing & Communications Analyst	3
Open Space Superintendent	3
Park Development Analyst	3
Park Planning & Development Superintendent	3
Parks Manager	3[BA6]
Parks, Recreation & Libraries Business Administrator	3
Parks, Recreation & Libraries Director	1
Parks Superintendent	3
Permits Analyst	3
Permits Supervisor	3
Planning Manager	2

~~Planning Systems Analyst~~	~~3~~
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Administrator	3
Power Engineer	3
Power Engineering Manager	2
Power Generation Superintendent	3
Power Plant Engineer	3
Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Project Coordinator	3
~~[BA7]~~Public Affairs & Communications Administrator	~~2~~
Public Affairs & Communications Director	1
Public Information Officer	2
Public Works Director	1
Purchasing and Warehouse Manager	2
Recreation Manager	2
Recreation Superintendent	3
Refuse Superintendent	3
Refuse and Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corporation – CEO	1
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
~~Senior Code Enforcement Inspector~~	~~3~~
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Development Services Analyst	~~3~~ ~~[BA8]~~
Senior Electric Business Analyst	3
Senior Energy Services Account Representative	3
Senior Engineer	2
Senior GIS Analyst	~~3~~ ~~[BA9]~~
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Planner	2
Senior Power Engineer	3
Senior Power Plant Engineer	3
Streets Maintenance Superintendent	3
Wastewater Treatment Plant Chief Operator	3
Wastewater Utility Manager	2
Water Quality Lab Supervisor	3
Water Treatment Plant Chief Operator	3
Water Utility Manager	2
Consultants	*

* To be determined on a case by case basis by the City Manager

87200 Filers: City Council, Planning Commission, City Manager, City Attorney, Chief Financial Officer

COUNCIL COMMUNICATION

CC #: 9731
File #: 0800-03

Title:	Electric Interconnection Contract Amendment
Contact:	Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached Amendment 2 to Contract 04-SNR-00850 with the Western Area Power Administration for the purpose of performing work in support of the installation of a second transformer at the Fiddyment Substation.

BACKGROUND

In 1997, Roseville Electric built the Fiddyment 230/60kV Substation. This substation is one of two substations used by Roseville Electric to deliver power purchased external to the City to customers. Recently, the Electric Engineering staff determined it necessary to add a second 230/60kV transformer to the Fiddyment substation in order to increase system redundancy and reliability.

City Council approved the project to add the second transformer to Fiddyment substation as part of the Electric Department annual FY2018-19 capital budget. In order to accommodate the addition of the second transformer, work needs to be performed on the 230kV portion of the substation by the Western Area Power Administration (WAPA). Via contract 04-SNR-00850, operation and maintenance control of the 230kV portion of the substation has been delegated to WAPA.

Amendment 2 to Contract 04-SNR-00850 details the work required to be performed by WAPA in order to support the addition of the second 230/60kV transformer. This work includes all necessary electrical design, construction and testing activities for the 230kV portion of the substation that is under WAPA's control.

FISCAL IMPACT

The fiscal impact of Amendment 2 to Contract 04-SNR-00850 with the Western Area Power Administration is $321,400.00 with a 10%, or $32,140.00 contingency not to exceed

$353,540.00. Funds are included in the Electric Department FY2018-19 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

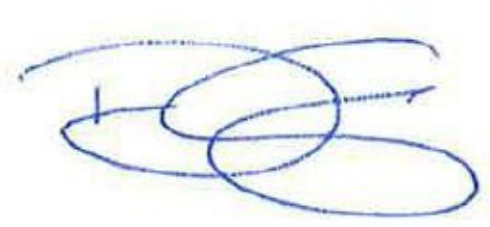
ENVIRONMENTAL REVIEW

Environmental impacts associated with implementation of Amendment 2 to Contract 04-SNR-00850 with the Western Area Power Administration were previously evaluated in the Fiddyment Substation 230/60-kV Circuit Breaker Project Initial Study/Negative Declaration (IS/ND) (November 2002) (adopted by the City Council January 8, 2003). The improvements included in Amendment 2 to Contract 04-SNR-00850 are consistent with the project evaluated in the adopted IS/ND and consequently no additional CEQA action is required for contract approval.

Respectfully Submitted,

Chris Porter, Senior Power Engineer

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-10

Amendment 2 04-SNR-0850

RESOLUTION NO. 19-10

APPROVING AMENDMENT 2 (FIDDYMENT SECOND PHASE) TO THE CONTRACT FOR INTERCONNECTION, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Amendment 2 (Fiddyment Second Phase) to the Contract for Interconnection (Contract 04-SNR-00850), between the City of Roseville and the United States Department of Energy Western Area Power Administration, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment 2 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

Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

NOV 14 2018

Ms. Michelle Bertolino
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Dear Ms. Bertolino:

Enclosed please find two originals of Amendment 2 to Contract 04-SNR-00850 between the City of Roseville and the Western Area Power Administration. The Contract provides for connecting your Fiddyment Substation to our Roseville-Elverta No. 1 transmission line. We also perform operation and maintenance on some of your equipment under the Contract.

We understand that you are adding a second transformer at the Fiddyment Substation and are asking for our assistance. The enclosed Amendment provides the work we will perform and the costs for performing the work.

If you agree with the terms and conditions of the Amendment, please have the appropriate official sign both originals, have the signatures attested, and return both original documents to Mr. Joshua Blake at this office. After we have signed the Amendment, we will return an executed original to you for your files.

If you have any questions, please contact Ms. Sandee Peebles at (916) 353-4454.

Sincerely,

Dawn Roth Lindell

Dawn Roth Lindell
Acting Senior Vice President and
Sierra Nevada Regional Manager

Enclosure (2)

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 2
(Fiddyment Second Phase)

TO THE

CONTRACT FOR DIRECT INTERCONNECTION

WITH

THE CITY OF ROSEVILLE

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 2
(Fiddyment Second Phase)

TO THE
CONTRACT FOR DIRECT INTERCONNECTION
WITH

THE CITY OF ROSEVILLE

Section | Table of Contents | Page

1. Preamble 1
2. Recitals 1
3. Agreement 2
4. Term of Amendment 2
5. Modification to Section 5 (Definitions) of the Interconnection Contract 3
6. Modification to Section 18 (Compensation) of the Interconnection Contract 3
7. Modification to Section 21 (General Power Contract Provisions) of the Interconnection Contract 4
8. Modification to Section 22 (Exhibits Made Part of Contract) of the Interconnection Contract 4
9. Addition of Section 23 (Design Coordination) to the Interconnection Contract 5
10. Addition of Section 24 (Work to be Performed by Roseville) to the Interconnection Contract 5
11. Addition of Section 25 (Work to be Performed by WAPA) to the Interconnection Contract 6

12. Addition of Section 26 (Environmental Considerations) to the Interconnection Contract 8

13. Addition of Section 27 (Performance Obligations) to the Interconnection Contract 9

14. Addition of Section 28 (Control Area and Regional Transmission Organizations) to the Interconnection Contract 9

15. Interconnection Contract to Remain in Effect 10

Resolution
General Power Contract Provisions (September 1, 2007)
Exhibit F (Estimated Cost of WAPA's Assistance with Second Phase)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 2
(Fiddyment Second Phase)

TO THE
CONTRACT FOR DIRECT INTERCONNECTION
WITH

THE CITY OF ROSEVILLE

1. PREAMBLE:

This Amendment to Contract 04-SNR-00850 (Interconnection Contract) is made this _____ day of _____, 2018, between the UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the CITY OF ROSEVILLE (Roseville), also hereinafter referred to individually as Party and together as Parties, pursuant to the same authorities as the Interconnection Contract.

2. RECITALS:

2.1 The Parties entered into the Interconnection Contract on December 23, 2004. The Interconnection Contract provides for Roseville to connect its Fiddyment 230/60-kV Substation to WAPA's Roseville-Elverta No. 1 230-kV transmission line.

2.2 On June 19, 2014, the Parties entered into Amendment 1 to the Interconnection Contract. Amendment 1 provides for accounting and settlement for transmission losses.

2.3 Roseville is adding a second 230/60-kV transformer and a second section of the 60-kV bus to the Fiddyment Substation in order to accommodate Roseville's expected load growth, and has requested WAPA approve the addition and perform certain work at the Fiddyment Substation in connection with this project.

2.4 WAPA is agreeable to approving the addition and performing certain work at the Fiddyment Substation under the terms and conditions of the Interconnection Contract, as amended.

2.5 At the time the Interconnection Contract was executed, the July 10, 1998 General Power Contract Provisions (GPCP) were effective. WAPA revised its GPCP effective September 1, 2007.

3. AGREEMENT:

The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT:

4.1 This Amendment shall become effective upon execution and shall remain in effect concurrently with the Interconnection Contract.

4.2 Prior to the Second Phase Completion Date, Roseville may terminate this Amendment if Roseville stops or otherwise postpones construction of the second phase of the Fiddyment 230/60-kV Substation. Upon such written notification,

WAPA shall take immediate steps to stop work. In the event of termination, Roseville shall pay all costs incurred by WAPA under this Amendment, and all costs resulting from work stoppage. WAPA shall, within sixty (60) days of receipt of Roseville's notice of termination, provide an accounting of all reasonable costs for terminating the construction of the second phase of the Fiddyment 230/60-kV Substation.

5. MODIFICATION TO SECTION 5 (DEFINITIONS) OF THE INTERCONNECTION CONTRACT:

The following subsection of Section 5 of the Interconnection Contract is hereby added as shown below:

5.21 "Second Phase Completion Date" shall mean the date when the second phase of the Fiddyment 230/60-kV Substation is constructed, all equipment has been tested and found to be in satisfactory working order, all site work is complete, post-construction cleanup is complete, and the Fiddyment 230/60-kV second transformer is energized and placed in service.

6. MODIFICATION TO SECTION 18 (COMPENSATION) OF THE INTERCONNECTION CONTRACT:

The following subsections of Section 18 of the Interconnection Contract are hereby added as shown below:

18.6 Roseville shall pay WAPA in advance for the costs WAPA incurs as a result of performing the work described in Exhibit F, attached hereto.

18.7 Roseville shall advance to WAPA the sum shown in Exhibit F on or before the due date shown on the invoice, which WAPA will send to Roseville after execution of Amendment 2 to this Contract. This advance shall be deposited in a non-interest bearing account and applied to the cost of WAPA performing the

work described herein. Payments due to WAPA shall be made in accordance with the instructions provided on the invoice.

18.8 In the event funds advanced by Roseville are not sufficient to complete the work under Exhibit F, Roseville shall, within fifteen (15) days after receipt of written notice from WAPA, advance such additional funds to WAPA. WAPA shall not be obligated to perform any work or make any obligations to expend funds pursuant to this Contract without advance payment by Roseville.

18.9 Any funds advanced by Roseville, pursuant to Amendment 2 to this Contract, in excess of the actual total cost incurred by WAPA to complete the work listed in Exhibit F will be returned to Roseville as soon as practicable after completion of the work.

7. MODIFICATION TO SECTION 21 (GENERAL POWER CONTRACT PROVISIONS) OF THE INTERCONNECTION CONTRACT:

Section 21 of the Interconnection Contract is hereby modified as shown below:

The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein.

8. MODIFICATION TO SECTION 22 (EXHIBITS MADE PART OF CONTRACT) OF THE INTERCONNECTION CONTRACT:

Section 22 of the Interconnection Contract is hereby modified as shown below:

22. EXHIBITS MADE PART OF CONTRACT:

System Diagrams, Estimated Cost of Operation and Maintenance of 230-kV Portion of the Fiddyment 230/60-kV Substation, Mailing Addresses, Load Shedding Procedures, Electrical Emergency Plan, and Estimated Design, Construction, Operational Checkout, and Estimated Cost of WAPA's Assistance

With Second Phase are set forth in Exhibits A, B, C D, E, and F, respectively. Each of said exhibits shall become a part of this Contract during the term fixed by its provisions. The initial Exhibits A, B, C, D, E and F are attached hereto, and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

9. ADDITION OF SECTION 23 (DESIGN COORDINATION) TO THE INTERCONNECTION CONTRACT:

The following Section 23 is hereby added as shown below:

23. DESIGN COORDINATION:

The Parties agree that the Fiddyment 230/60-kV Substation final design shall comply with WAPA's design and construction specifications and safety criteria, the Western Electricity Coordinating Council reliability and operating criteria, and the State of California General Order 95 requirements.

10. ADDITION OF SECTION 24 (WORK TO BE PERFORMED BY ROSEVILLE) TO THE INTERCONNECTION CONTRACT:

The following Section 24 is hereby added as shown below:

24. WORK TO BE PERFORMED BY ROSEVILLE:

Roseville, at its sole expense, shall:

24.1 Purchase the 230/60-kV transformer, breaker, disconnects, and potential and current transformers, as well as all ancillary equipment needed to add the second transformer.

24.2 Install the 230/60-kV transformer, breaker, disconnects, and potential and current transformers, as well as all ancillary equipment to add the second transformer.

24.3 Produce a quarterly progress report during construction, commencing on a date mutually agreed upon by the Parties, detailing the schedule and explanation of changes that may impact WAPA's portion of the work.

24.4 Obtain all necessary Federal, state and local environmental permits and local certifications; and implement necessary environmental mitigation measures such as endangered species protection measures.

24.5 Install concrete foundations and grounding connections and pull control cable.

11. <u>ADDITION OF SECTION 25 (WORK TO BE PERFORMED BY WAPA) TO THE INTERCONNECTION CONTRACT</u>:

The following Section 25 is hereby added as shown below:

25. <u>WORK TO BE PERFORMED BY WAPA</u>:

WAPA, at the sole expense of Roseville, shall:

25.1 Design and install the 230-kV control and protection modifications, and approve the manufacturer's drawings of equipment ordered by Roseville for the 230-kV yard. Review Roseville's civil construction activities for the 230-kV yard.

25.2 Produce a quarterly progress report during construction, commencing on a date mutually agreed to by the Parties, detailing work status, expenditures, and explanation of changes that may impact project schedule and total costs.

25.3 Perform all protection and control relay system tests associated with the 230-kV equipment in order to be assured that all protection and control systems for the second phase of the Fiddyment 230/60-kV substation are consistent with WAPA's system protection criteria.

25.4 Design, purchase, construct and test changes at the Elverta and Roseville Substations necessary for system compatibility as a result of the second phase of construction of the Fiddyment 230/60-kV Substation.

25.5 Upon final commissioning of the second phase of the Fiddyment 230/60-kV Substation by Roseville, perform an operational checkout of the 230-kV portion of the Fiddyment 230/60-kV Substation in order to confirm compatibility with WAPA's system and correct any deficiencies. WAPA must give final approval of the second phase of the Fiddyment 230/60-kV Substation prior to allowing the Fiddyment 230/60-kV second transformer to be put into service.

25.6 Complete and coordinate the Federal environmental planning and impact evaluation work as delineated in Section 26 of this Contract.

25.7 Plan, design, modify, and test the remote terminal units (RTU) in the Fiddyment 230/60-kV Substation control building necessary for the integration of the second phase of the Fiddyment 230/60-kV Substation into WAPA's system. The RTU includes the active computer, all input/output cards, power supplies, communications interface, and interconnections between these components. WAPA will connect the RTU to the interface cabinet.

12. ADDITION OF SECTION 26 (ENVIRONMENTAL CONSIDERATIONS) TO THE INTERCONNECTION CONTRACT:

The following Section 26 is hereby added as shown below:

26. ENVIRONMENTAL CONSIDERATIONS:

26.1 WAPA shall be responsible for completing and coordinating the Federal environmental planning and impact evaluation work as necessary under the Department of Energy regulations, at Roseville's expense, for the second phase of construction of the Fiddyment 230/60-kV Substation. No construction will begin until the National Environmental Policy Act process has been completed.

26.2 Roseville shall be responsible for obtaining all necessary Federal, state, and local environmental permits and local certifications, as set forth in Section 24.4, to the extent such permits and certifications are necessary and not otherwise satisfied by WAPA's project development, review and approval processes.

26.3 Roseville shall be responsible for implementing necessary environmental mitigation measures related to the second phase of construction of the Fiddyment 230/60-kV Substation, as set forth in Section 24.4.

26.4 Roseville shall be responsible for performing the hazardous materials business plan for the second transformer as well as any other activities related to hazardous materials in the transformer.

13. ADDITION OF SECTION 27 (PERFORMANCE OBLIGATIONS) OF THE INTERCONNECTION CONTRACT:

The following Section 27 is hereby added as shown below:

27. PERFORMANCE OBLIGATIONS:

Neither Party shall be liable for failure to complete construction of, nor to place in operation, any facility to be completed pursuant to the provisions of this Interconnection Contract by the estimated Second Phase Completion Date specified in Exhibit F for such facility, if such Party shall have used its utmost efforts and shall have diligently endeavored to place such facility in operation by such estimated Second Phase Completion Date.

14. ADDITION OF SECTION 28 (CONTROL AREA AND REGIONAL TRANSMISSION ORGANIZATIONS) TO THE INTERCONNECTION CONTRACT:

The following Section 28 is hereby included, as follows:

28. CONTROL AREA AND REGIONAL TRANSMISSION ORGANIZATIONS:

28.1 WAPA joined the Balancing Authority of Northern California (BANC) control area on January 1, 2005, and is operating in conformance with BANC's protocols. If necessary, the Parties hereby agree to negotiate in good faith to modify this Interconnection Contract to accommodate such protocols to the extent necessary for reliable operation.

28.2 The Parties understand that WAPA may also join a Regional Transmission Organization (RTO). In the event that WAPA either joins or is required to conform to the protocols of an RTO, the Parties hereby agree to negotiate in good faith to modify this Interconnection Contract to accommodate the terms and conditions required by the RTO that are necessary for reliable operation.

15. INTERCONNECTION CONTRACT TO REMAIN IN EFFECT:

Except as expressly modified by this Amendment, said Interconnection Contract shall remain in full force and effect, and this Amendment shall be subject to all provisions of the Interconnection Contract, except as herein amended.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By:_____
Name:
Title: Acting Senior Vice President and Sierra Nevada Regional Manager
Address: 114 Parkshore Drive
Folsom, California 95630

CITY OF ROSEVILLE

By:_____
Name:
Title: City Manager
Address: 311 Vernon Street
Roseville, California 95354

By:_____
Title:_____

EXHIBIT F
(Estimated Cost of WAPA's Assistance with Second Phase)

This Exhibit F to be effective under and as a part of Contract 04-SNR-00850, (Contract) shall become effective upon execution of Amendment 2 to the Contract; and shall remain in effect until superseded by another Exhibit F or termination of Amendment 2 to the Contract.

2. WAPA will perform the list of work below at the estimated cost for each task listed, as follows:

2.1 Perform project management and coordination.	$20,280
2.2 Design the 230-kV control and protection modifications.	$39,000
2.3 Approve the manufacturer's drawings of equipment ordered by Roseville and review Roseville's civil construction activities for the 230-kV yard.	$56,160
2.4 Modify control panels in the Fiddyment 230/60-kV Substation.	$46,800
2.5 Produce a quarterly progress report during construction.	$0
2.6 Perform all protection and control relay system tests associated with the 230-kV equipment.	$93,600
2.7 Design, construct and test changes at the Elverta and Roseville Substations necessary for system compatibility.	$0
2.8 Upon final commissioning of the second phase of the Fiddyment 230/60-kV Substation by Roseville, perform an operational checkout of the 230-kV portion of the Fiddyment 230/60-kV Substation.	$31,200
2.9 Complete and coordinate the Federal environmental planning and impact evaluation work as delineated in Section 27 of the Contract.	$7,800
2.10 Plan, design, modify, and test the Remote Terminal Units (RTU) in the Fiddyment 230/60-kV Substation control building necessary for the integration of the second phase of the Fiddyment 230/60-kV Substation into WAPA's system.	$15,600
2.11 Complete and coordinate the Federal environmental planning and impact evaluation work as necessary under the Department of Energy regulations.	$9,400

2.12 As necessary, WAPA will assist Roseville with implementing necessary Endangered Species Act protection measures as set forth in Section 24.4.	$1,560
Total Estimated WAPA Costs:	$321,400

3. Roseville's estimated Second Phase Completion Date is June 1, 2020.

COUNCIL COMMUNICATION

CC #: 0900-02-02-1 & 0201-01
File #: 9728

Title:	Dry Creek Wastewater Treatment Plant Cogeneration Project - Professional Design Services Agreement Amendment and Budget Adjustment
Contact:	Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1) adopt an ordinance approving the attached budget adjustment to transfer $529,482.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Cogeneration Project; and

2) adopt a resolution approving an amendment to the professional design services agreement with Brown and Caldwell for the Dry Creek Wastewater Treatment Plant Cogeneration Project, and authorizing the City Manager to execute it on behalf of the City.

BACKGROUND

While pursuing grant funding opportunities for the Pleasant Grove Wastewater Treatment Plant (WWTP) Energy Recovery Project, Brown and Caldwell (BC) identified opportunities for the Dry Creek WWTP. BC identified, and helped the City secure, grant funds through Pacific Gas and Electric's Self Generation Incentive Program (SGIP) for the Dry Creek WWTP Cogeneration Project. The SGIP's rigid and compressed schedule required the City to expedite the design of the Cogeneration Project in order to complete its construction within the SGIP timeline.

The City executed a professional design services agreement (PDSA) with BC to start on the design in 2016. The scope of the PDSA included the known tasks at the time of development. Staff and BC were aware that the project would require an increased effort and additional tasks but the project needed to further develop to accurately refine the scope. The required tasks have been refined based on SGIP and design requirements and the initial construction. These tasks are included in the proposed Amendment 1 of the PDSA for the Cogeneration Project. Proposed tasks and costs are presented below.

Task Description	Task Cost	Percent of Amendment Total

310 – Operation & maintenance manual updates	$ 72,794	14
320 – Resident engineer and inspection support	$ 138,495	26
340 – Blower building PA piping support design	$ 16,126	3
510 – Ferric chloride system design	$ 50,198	9
600 – Additional PLC programming and network modifications	$ 78,553	15
700 – RIN program support	$ 173,316	33
Total	**$ 529,482**	**100**

Brief task descriptions are summarized below.

- 310 – Operation & maintenance manual updates: The WWTP Operation & Maintenance manual will be updated to reflect the addition of the new equipment and updated processes.
- 320 – Resident engineer and inspection support: The effort to complete this task was underestimated and additional hours are required to complete the project.
- 340 – During construction contract negotiations, the responsibility of piping support design elements were transferred from the contractor to BC to expedite the project schedule.
- 510 – Ferric chloride system: Staff determined that the existing feed and storage system lacks sufficient storage and pumping capacity to control the hydrogen sulfide in the digester feed gas. Hydrogen sulfide is controlled with ferric chloride to minimize wear on the new gas conditioning system.
- 600 – Additional PLC programming and network modifications: The effort to complete these tasks was underestimated and additional hours are required to complete programming tasks.
- 700 – RIN program support: Staff requires support to oversee the Renewable Identification Numbers (RINs) credits, which are used for compliance, and are the “currency” of the Renewable Fuel Standard Program.

Under their current contract with the City, BC has satisfactorily completed the design and is providing good construction services for the Dry Creek WWTP Cogeneration Project. Through their work on the project, BC is uniquely suited to competently and efficiently perform the Amendment 1 tasks.

FISCAL IMPACT

If approved, the aforementioned budget adjustment will transfer $529,482.00 from the Wastewater Rehabilitation Fund (474) to the Dry Creek Wastewater Treatment Plant Cogeneration Project (173510), which will provide funds for design and construction period services for the project, which is currently under construction. The total cost of the Brown and Caldwell amendment will not exceed $529,482.00. The remainder of the Dry Creek Wastewater Treatment Plant Cogeneration Project funds will be used toward the design and construction period services for the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

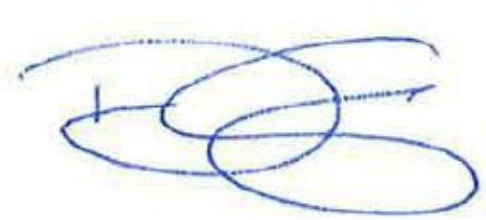
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines §15061(b)(3)). The adoption of the Dry Creek Wastewater Treatment Plant Cogeneration Project amendment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-05

Signed PDSA-First Amendment

Ordinance No. 6046

Signed Budget Adjustment

RESOLUTION NO. 19-05

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional design services agreement for the Dry Creek Wastewater Treatment Plant Cogeneration project, by and between the City of Roseville and Brown and Caldwell, 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

PROFESSIONAL DESIGN SERVICES AGREEMENT

Dry Creek Wastewater Treatment Plant Cogeneration Project

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 Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated October 5, 2016 ("Agreement") regarding Dry Creek Wastewater Treatment Plant Cogeneration Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated November 14, 2018 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. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay five hundred twenty-nine thousand, four hundred eighty-two dollars ($529,482.00), 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 one million, six hundred twenty-one thousand, ninety-eight dollars ($1,621,098.00)."

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 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

BY: _____
DOMINICK CASEY
City Manager

BROWN AND CALDWELL, a
California corporation

BY: Tracy Stevens, PE
its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY: _____

its: Corp. Secretary

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"

Design and Construction-Period Services
for

Dry Creek Wastewater Treatment Plant
COGEN Project

Amendment 1 - Scope of Services and Fee

Prepared for
City of Roseville
November 14, 2018

SCOPE OF SERVICES

The following scope of services has been prepared by Brown and Caldwell (BC) for additional services and effort for the final design and construction-period services for the Dry Creek Wastewater Treatment Plant (DCWWTP) COGEN Project. The following sections describe the scope of work to be included in this amendment.

Task 310 – Operation & Maintenance Manual Updates

Work to be performed under this task includes:

1. Chapter development for the following systems:
    a. Carbon chemical feed facility
    b. High strength waste facility
    c. Cogeneration engine
2. O&M updates for secondary treatment systems.
3. Three site visits to document the systems and solicit City input.
4. Incorporate City review comments for final O&M update.

Task 320 – Resident Engineer and Inspection Support

Work to be performed under this task includes:

1. One 40% full time equivalent person to support engineering on site and provide additional design clarifications, submittal review and inspection support. Duration would be 12 months full time starting in May 2018 and ending in May 2019.
2. Additional Geotechnical Support by Blackburn on a time and materials basis to address changing site conditions.

Task 340 – Blower Building PA Piping Support Design

Design work includes pipe supports for new process piping installed within the existing Blower Building. This work was originally included in the Contractor's scope of work, but will be performed by BC due to complexity and schedule.

Task 510 – Ferric Chloride System Design

Design work includes replacement of existing chemical feed pumps and storage tanks with larger tanks and higher capacity pumps. Design also includes structural verification of existing tank support slab and new electrical and signal connections for the chemical feed pumps and associated field instrumentation. Design assumes that the existing slabs and areas are adequate for the new pumps and tanks and doesn't include any canopies.

Work to be performed under this task includes

1. Project Management including two (2) meetings with City to review proposed equipment (Pumps and tanks). Task includes meeting preparation and preparing of meeting minutes to memorialize decisions made on design.
2. Pump and Storage Tank sizing calculations, and structural support calculations and selection of chemical feed pump and tanks.

3. Prepare Drawings and specifications including:
    a. Ferric Chloride Feed System Demolition Plan and Details,
    b. Ferric Chloride Feed System Schematic
    c. Ferric Chloride Fee System Structural Plan
    d. Ferric Chloride Fee System Structural Sections and Details
    e. Ferric Chloride Feed System Mechanical Plan
    f. Ferric Chloride Feed System Mechanical Section and Details
    g. Civil Drawing showing chemical feed Piping
    h. Electrical Plan Drawing showing new power feed to the pumps
    i. P&ID drawing showing new system and new controls
    j. New storage tank specification

The drawings and specifications will be combined into the Change Order Request package to be provided to ACI.

4. QC Review - Task includes review of plans and specifications by senior BC staff.
5. Engineering Services During Construction - Task includes submittal reviews of pumps, tanks and ancillary equipment (up to 4 submittals), response to one RFI and preparation of as built drawings.

Task 600 – Additional PLC Programming and Network Modifications

Estimated hours to perform PLC and Network Modification Work:

1. Network configuration for new switches connecting Modbus TCP devices (VFDs, Remote i/O modules, etc.) to the Plant SCADA system, including configuration of managed ethernet switches.
2. Cogen system PLC / Remote IO Programming, startup, and testing for new equipment and system control strategy
3. Ferric Chloride PLC Programming, startup, and testing for replaced/modified equipment.
4. Equipment Vendor / Software Coordination – to ensure that packaged equipment (e.g. cogen engine, gas conditioning skid) is supplied and configured with the appropriate interface to work with the PLC control strategy and allow full monitoring from the City's SCADA system.

This level of effort is based on approximately 200 I/O points shown on 10 P&ID drawings.

This level of effort assumes all SCADA programming will be performed by the City (as directed by the City). BC will facilitate end-to-end loop checks on the PLC programming side.

Where possible, programming will be completed remotely to save on transportation costs. Programmer will conduct nine site visits and will be in attendance for five days for various commissioning activities.

Task 700 – RIN Program Support

Task includes oversight of the RIN program and overseeing the program as part of the City. Estimated hours includes one full-time staff for up to six months.

Amendment Assumptions

1. Scope does not include potholing.
2. City will provide background information (influent flow data, treatment plant capacity, pond capacity, existing OF and FM pipe profiles, influent flow limit for overflow, influent pump curve, hydraulic profile, etc.)
3. The designs will be performed based on the information provided by the City and shown on record drawings. Scope assumes AutoCAD drawings are available for the areas to be revised.
4. This amendment will be part of Nitrate Reduction Improvements Project and will be processed as a proposed contract modification. No need to develop new typical details sheet for civil, structural, electrical and I&C; and specifications.
5. Power and signal connections are already existing and will be reconnected for the new valves and gates.
6. Bypass pumping can be completed using existing manholes upstream of influent junction structure.

Amendment Summary

The additional effort anticipated for this amendment is $529,482. This amendment will increase the total project budget from $1,091,616 to $1,621,098. BC will only invoice actual time spent working on the project.

Table 1: Budget Summary and Amendment 1

Task	Original Budget	Amendment 1	Total
050 – Dry Creek BODR	$44,864	$0.00	$44,864
100 – Dry Creek 30 Percent	$219,585	$0.00	$219,585
200 – Dry Creek 60 Percent	$256,168	$0.00	$256,168
300 – Dry Creek ESDC	$241,489	$0.00	$241,489
310 – O&M Manual	$0.00	$72,794	$72,794
320 – Resident Engineer/Inspection Support	$0.00	$138,495	$138,495
340 – Blower Building PA Piping Support Design	$0.00	$16,126	$16,126
400 – Dry Creek CM	$291,060	$0.00	$291,060
500 – Dry Creek SGIP	$17,488	$0.00	$17,488
510 – Ferric Chloride Feed Design	$0.00	$50,198	$50,198
600 – Dry Creek - Energy Audit	$20,962	$0.00	$20,962
600 (tasks 004-009)– Add'l SCADA/PLC Modifications	$0.00	$78,553	$78,553
700 – RIN Program Support	$0.00	$173,316	$173,316
Total	$1,091,616	$529,482	$1,621,098

ORDINANCE NO. 6046

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Dry Creek Wastewater Treatment Plant Cogeneration project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of $529,482.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link: Miscellaneous Budget Training Information.

REQUESTER*: Todd Jordan

DEPARTMENT/DIVISION*: Environmental Utilities

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 12/05/2018

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
529,482	30503	6120	474	173510	30	DCWWTP Cogeneration Project consultant services
$ 529,482	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
338,868			474			Available funds in wastewater rehab fund
190,614	30503	3530	474	173510	70	SPWA partner share of project (36%)
$ 529,482	TOTAL					

FINANCE USE Approved: BUDGET MANAGER/DESIGNEE 10/23/18 DATE Finance Director: 10/23/18 Date

Justification for Budget Adjustment*:

Reserve funds sufficient to complete design and construction period services for the Dry Creek Wastewater Treatment Plant Cogeneration Project that is currently under construction.

Cost of this work will be shared by the South Placer Wastewater Authority partners.

Approved: 10-23-18 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Approved: CITY MANAGER DATE

Revised 6/2016

COUNCIL COMMUNICATION

CC #: 9725
File #: 0214 & 0201-01

Title:	Maidu Regional Park Dug-Out Expansion - Grant Agreement and Budget Adjustment
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute the grant agreement between the City of Roseville and the South Placer County Tourism Corporation dba Placer Valley Tourism (PVT) for a $100,000.00 contribution towards the upgrade and expansion of the dug-outs at the Maidu Regional Park and adopt an ordinance to approve a budget adjustment authorizing up to $100,000.00 for the improvements. A budget adjustment, if approved, allocates $100,000.00 of the Placer Valley Tourism grant to fully fund the project.

BACKGROUND

Placer Valley Tourism offers grant funds to cities within their jurisdiction to help improve existing facilities that support sports tourism. Placer Valley Tourism has informed the City of a $100,000.00 grant award to upgrade and expand the dug-outs at Maidu Regional Park. The approval of the grant agreement formalizes the provision and acceptance of $100,000.00 toward the project.

The anticipated timeline to begin work is mid-January 2019 with expected completion by March 2019.

FISCAL IMPACT

A budget adjustment, if approved, allocates $100,000.00 of the Placer Valley Tourism grant to fully fund the project. There will be no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

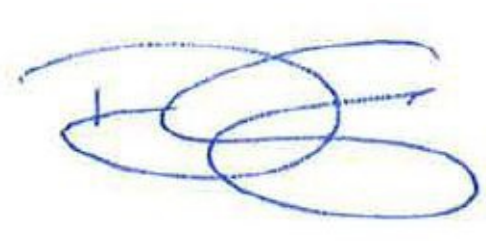
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines 15061(b)(3)). The approval of the Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-03

Agreement

Ordinance No. 6045

Budget Adjustment

RESOLUTION NO. 19-03

APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement regarding the Maidu Regional Park Dug-Out expansion project, by and between the City of Roseville, and South Placer County Tourism Corporation dba Placer Valley Tourism, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said grant 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

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made as of _____, 20_, by and between South Placer County Tourism Corporation, dba Placer Valley Tourism, a California nonprofit corporation ("PVT") and City of Roseville, a municipal corporation ("City"). The undersigned parties enter into this Agreement with reference to the following:

RECITALS

WHEREAS, City operates the Maidu Regional Park in Roseville, California (the "Complex"). PVT is a local business assessment district formed to promote tourism and sports destinations in Roseville, Rocklin, and Lincoln.

WHEREAS, City and PVT desire to make certain repairs and improvements to the Complex, as further described below, in order to increase the use of the Complex and attract tourist-generating events.

WHEREAS, the parties wish to agree on the following terms and conditions before PVT provides City with funds to help City repair and improve the Complex.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties expressly and intentionally bind themselves as follows:

AGREEMENT

1. Grant of Funds. PVT shall pay City an amount not to exceed $100,000.00 for City to use in the manner set forth below (the "Grant.") The Grant shall be paid on the following schedule:

(a) Within ten (10) days after execution of this Agreement, PVT shall pay the City $50,000.00; and

(b) Upon completion of the "Dug-Out Project" (defined below), and provided City is not in default of any of the provisions hereof, PVT shall pay to City the balance of the Grant (another $50,000.00).

2. City's Obligations. As a condition to receiving the Grant and each payment described above, City shall do all of the following:

(a) Use the payments and the Grant exclusively to acquire the goods, equipment, materials, and labor necessary to re-build the 8 dug-outs at the Complex, all in a good and workmanlike manner and in a manner which complies with all applicable ordinances, regulations, laws, and codes, including but not limited to the Americans with Disabilities Act, etc. (the "Dug-Out Project."). City shall be solely responsible for

managing the Dug-Out Project, employing all contractors, and securing all required permits and approvals related to the work.

(b) Complete the Dug-Out Project within no more than one (1) year from the effective date of this Agreement, subject to delays caused by weather and other factors beyond City's control, and commence using the Complex in connection with tourism-generating events upon completion of the Dug-Out Project. City shall use its best efforts to continue using the Complex in connection with tourist-generating events for a minimum of ten (10) years.

(c) Use its best efforts, in collaboration with PVT, to book events at the Complex that generate and increase tourism at the Complex and in South Placer County. City acknowledges that reserving the facility may require a minimum advance notice of twelve (12) to twenty four (24) months.

(d) Provide permanent signage at the Complex with PVT's logo, recognizing PVT's contribution to the Complex, in mutually agreed upon formats and locations. City shall provide photographs of such displays to PVT. The signage must be displayed for at least ten (10) years. City shall not use or display PVT's logos or trademarks except in a manner authorized by PVT and/or this Agreement.

(e) Use its best efforts to comply with the preliminary timeline for implementation, attached hereto as Exhibit "A," and the bid documents, attached hereto as Exhibit "B," pending permit approvals.

(f) City shall periodically (but not less than quarterly) report to PVT regarding the status of the Dug-Out Project and the manner in which the Grant funds have been spent. City shall keep and maintain adequate records and receipts associated with the Dug-Out Project and upon request provide PVT with a copy of all pertinent records and receipts for all goods, equipment, materials, and labor purchased with the Grant.

(g) City shall immediately notify PVT if any of the information provided by City concerning the Dug-Out Project materially changes, or if there is a new development which significantly affects the Complex or the Dug-Out Project.

3. Default by City. The failure by City to comply with the terms and provisions of this Agreement shall constitute a breach by City, the remedy for which shall include, but not be limited to, an obligation to promptly return to PVT the full amount of the Grant. In the event of any material change in the Dug-Out Project inconsistent with the Grant, or of a breach of any provision of this Agreement by the City, PVT shall have

the right to immediately terminate this Agreement and recover any payments made to City, in addition to all other legal or equitable remedies.

4. Indemnification. City agrees to indemnify, defend, and hold harmless PVT and its officers, directors, employees, agents, and volunteers from any claims of third parties arising out of or related to any act or omission of City and/or its agents, officers, employees, and contractors in connection with this Agreement, the Grant, the Dug-Out Project, and/or the use and operation of the Complex, except for those matters arising from PVT's negligence or willful misconduct. The City shall maintain and require prudent insurance coverage with respect to all aspects of the Dug-Out Project.

5. Relationship of Parties. Each party intends for their relationship to be separate and that of an independent contractor to the extent the City undertakes any activities for PVT. PVT shall not by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of the City in the conduct of its business, or otherwise, or joint venture or a merger of a joint enterprise with the City.

6. Entire Agreement. This Agreement is the final expression of the parties' agreement concerning its subject matter and the complete and exclusive statement of the terms of their agreement. This Agreement supersedes any and all prior communications, agreements, promises, and understandings, written or oral, between or among the parties pertaining to the subject matter of the Agreement. The parties, in executing this Agreement, have not relied on any inducements, promises or representations made by any other party hereto, except as provided herein. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

7. Waiver. Waiver by PVT of any default or breach of this Agreement by the City shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement. No waiver shall be valid unless made in writing and duly approved by PVT.

8. Binding Effect; Restrictions on Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. However, this Agreement is not assignable by the City.

9. Attorneys' Fees. In any legal action or other such proceeding arising out of or related to this Agreement, the prevailing party in such action shall recover against the losing party, in addition to any damages, injunctions or other relief to which the party is entitled, reasonable attorneys' fees and costs incurred by the prevailing party.

10. Further Acts. Without further consideration, the parties shall execute and deliver such additional documents and take such further actions as may be reasonably required to effectuate all of the terms of this Agreement.

11. Interpretation. This Agreement shall be governed by California law without regard to conflict of law principles. This Agreement shall be interpreted in accordance with the plain meaning of its terms and no rule of legal construction calling for interpretation of this Agreement in favor of one party or the other based on the party drafting the Agreement shall apply. Headings are for reference purposes only.

12. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

13. Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts and by facsimile or email signature delivery.

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO

SOUTH PLACER COUNTY TOURISM CORPORATION, a California nonprofit corporation, dba PLACER VALLEY TOURISM

BY: _____
DAVID ATTAWAY
Chief Executive Officer

and

BY: _____

City Clerk

Chairperson, PVT Board

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Director, Parks, Recreation & Libraries

ORDINANCE NO. 6045

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Maidu Regional Park dug-out expansion, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of $100,000.00.

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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link: Miscellaneous Budget Training Information.

REQUESTER*: Tara Gee

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries/Park Development

FISCAL YEAR/EFFECTIVE DATE*: FY2018-19

PROPOSED COUNCIL DATE (if applicable): 01/09/2019

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER GL ORG KEY*	GL OBJECT*	GL FUND*	JL PROJECT	JL ACTIVITY	Account Title/Activity Description*
100,000	50207	6130	315	500034	45	Dugout Rehab at Maidu Park
$ 100,000	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER GL ORG KEY	GL OBJECT	GL FUND*	JL PROJECT	JL ACTIVITY	Account Title/Activity Description*
100,000	50207	3790	315	500034	79	Grant revenue from PVT
$ 100,000	TOTAL					

FINANCE USE

Approved: BUDGET MANAGER/DESIGNEE — DATE 11/28/18

Finance Director: — Date 11/28/18

Justification for Budget Adjustment*:

The Parks, Recreation & Libraries department has received a grant from Placer Valley Tourism in the amount of $100,000 to be used to upgrade and expand the dug-outs at the Maidu Regional Park softball complex. This budget adjustment provides budget authority to receive and spend the grant funds.

Approved: REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE 11-27-18

Approved: CITY MANAGER — DATE

Revised 6/2016

COUNCIL COMMUNICATION

CC #: 9733
File #: 0206-03-01

Title:	Second Reading - Sierra Vista Community Facilities District No. 2 - Public Facilities
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.8.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6047 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6047

ORDINANCE NO. 6047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on November 7, 2018, this City Council (the "Council") of the City of Roseville (the "City"), adopted its resolution entitled "A Resolution of Intention to Form Sierra Vista Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively;

WHEREAS, parcels within the Future Annexation Area may be annexed to the CFD 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 to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, on December 19, 2018, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation) pursuant to the Act, at the rate and in accordance with the rate, method of apportionment and manner of collection

of special tax for the CFD set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s). The Special Tax is hereby levied commencing in fiscal year 2018-19, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The Finance Director or Chief Financial Officer of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation), in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Finance Director or Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of Placer County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of Placer County for fiscal year 2018-19 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * * * * * * * *

The foregoing Ordinance was adopted by the City Council of the City of Roseville on the _____day of_____, 2018, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 9726
File #: 0600-02

Title:	Out of State Travel Request - Police Department
Contact:	Traci Drake 916-746-1081 tdrake@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff request that Council approve two Explosive Ordnance Disposal Unit officers to travel out of state to FBI-sponsored bomb certification trainings.

BACKGROUND

The Police Department is requesting pre-approval for out of state training for two members of our Explosive Ordnance Disposal Unit to attend federal funded training at their sites. Locations generally are Alabama or New Mexico, but may include training in states beyond those contiguous to California. All expenses including travel, lodging, tuition, and per diem are covered by the federal government and there are no costs to the City. The courses are required in order for the bomb technicians to continue their certifications under federal standards. Due to the high demand of the courses, the Police Department generally receives very short notice for class openings which makes obtaining individual out of state travel approval extremely difficult. By pre-approving out of state travel for attendance, we will be able to get our officers into the openings to continue their certification coursework. It is anticipated that this will occur 3-4 times during the remainder of the fiscal year.

FISCAL IMPACT

The FBI pays vendors directly for airfare, lodging and transportation. The student is reimbursed by the FBI for per diem. There is no cost to the City or impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this request for out-of-state travel.

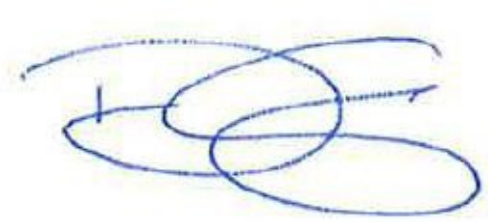
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of out of state travel does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Traci Drake, Public Safety Program Coordinator

James Maccoun, Chief of Police



_____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 9720
File #: 0400-05

Title:	2018 Development Agreement Review
Contact:	Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council find that the parties to the City's twenty two active development agreements have made a good faith effort to comply with the terms and conditions of their respective development agreements during the 2018 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 sixteen sub-areas that have been entitled for urban development, including fourteen Specific Plan areas, and specific projects in the Infill area and North Industrial Plan Area. The twenty two development agreements and landowners include the following:

- Amoruso Specific Plan
  - Brookfield Sunset, LLC and Amoruso Family Living Trust
- *Church Street Station (Infill) - Completed*
  - Riverland Homes Inc.

    - United Mortgage Trust
- Creekview Specific Plan
    - Granite Bay Development II, LLC, 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, and Chuang-Hsiung and Yueh-Jing Chuang
- *Fiddyment 44 (North Industrial Plan Area) - Completed*
    - Walaire, Inc. and Meritage Homes
- *Longmeadow (North Industrial Plan Area) - Completed*
    - John Mourier Construction, Inc. and Roseville Technology Park Associates, LLC
- Northeast Roseville Specific Plan
    - Kaiser Hospital
    - Friedman Family LLC
- North Industrial Plan Area - Hewlett-Packard Roseville Campus Master Plan
    - Hewlett Packard Company, BBC Roseville Oaks, LLC and Quality Investment Properties
- Stoneridge Specific Plan
    - Elliott Homes Inc.
- 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)
    - Westpark (Westpark Federico, LLC and Mourier Investments, LLC and Federico-Tyler Family Limited Partnership)
- West Roseville Specific Plan
    - Fiddyment (Roseville Fiddyment Land Venture, LLC)
    - Westpark (1600 Placer Investors)

The attached development agreement review document 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 2018.

As part of the annual review, 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 2018 reporting period, staff has determined that all landowners have satisfied all applicable terms and conditions, and no deficiencies are required to be cured. Within this reporting period, three agreements (noted above) have met all the obligations and are now complete.

The next annual reporting cycle begins on January 1, 2019, ending on December 31, 2019.

FISCAL IMPACT

Preparation of the development agreement review ensures financial and other obligations associated with development are satisfactory fulfilled to avoid detrimental impacts to the General Fund. Approval of the 2018 Development Agreement review will have no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be provided based on the federal guideline of one job for every $92,000 in direct government spending.

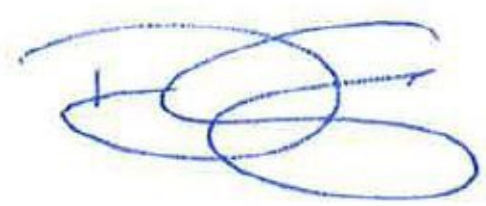
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines §15061(b) (3)). The development agreement review does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brandy LeBeau, Administrative Analyst

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

ARSP 2018 DA Obligations

ARSP 2018 DA Obligations

Church Street Station 2018 DA Obligations

CVSP 2018 DA Obligations

Fiddyment 44 2018 DA Obligations

HP Master Plan and Campus Oaks 2018 DA Obligations

Longmeadow 2018 DA Obligations

NERSP Friedman Family LLC 2018 DA Obligations

NERSP Kaiser 2018 DA Obligations

North Roseville DC 2018 DA Obligations

Stoneridge 2018 DA Obligations

SVSP Barbaccia 2018 DA Obligations

SVSP Baseline P&R LLC 2018 DA Obligations

SVSP Baybrook 2018 DA Obligations

SVSP DF Properties 2018 DA Obligations

SVSP Mourier & Bagley 2018 DA Obligations

SVSP Mourier & Computer Reductions 2018 DA Obligations

SVSP Mourier & Wealth 2018 DA Obligations

SVSP Mourier 2018 DA Obligations

SVSP Westbrook 2018 DA Obligations

SVSP Westpark Federico & Mourier 2018 DA Obligations

WRSP Fiddyment 2018 DA Obligations

WRSP Westpark 2018 DA Obligations

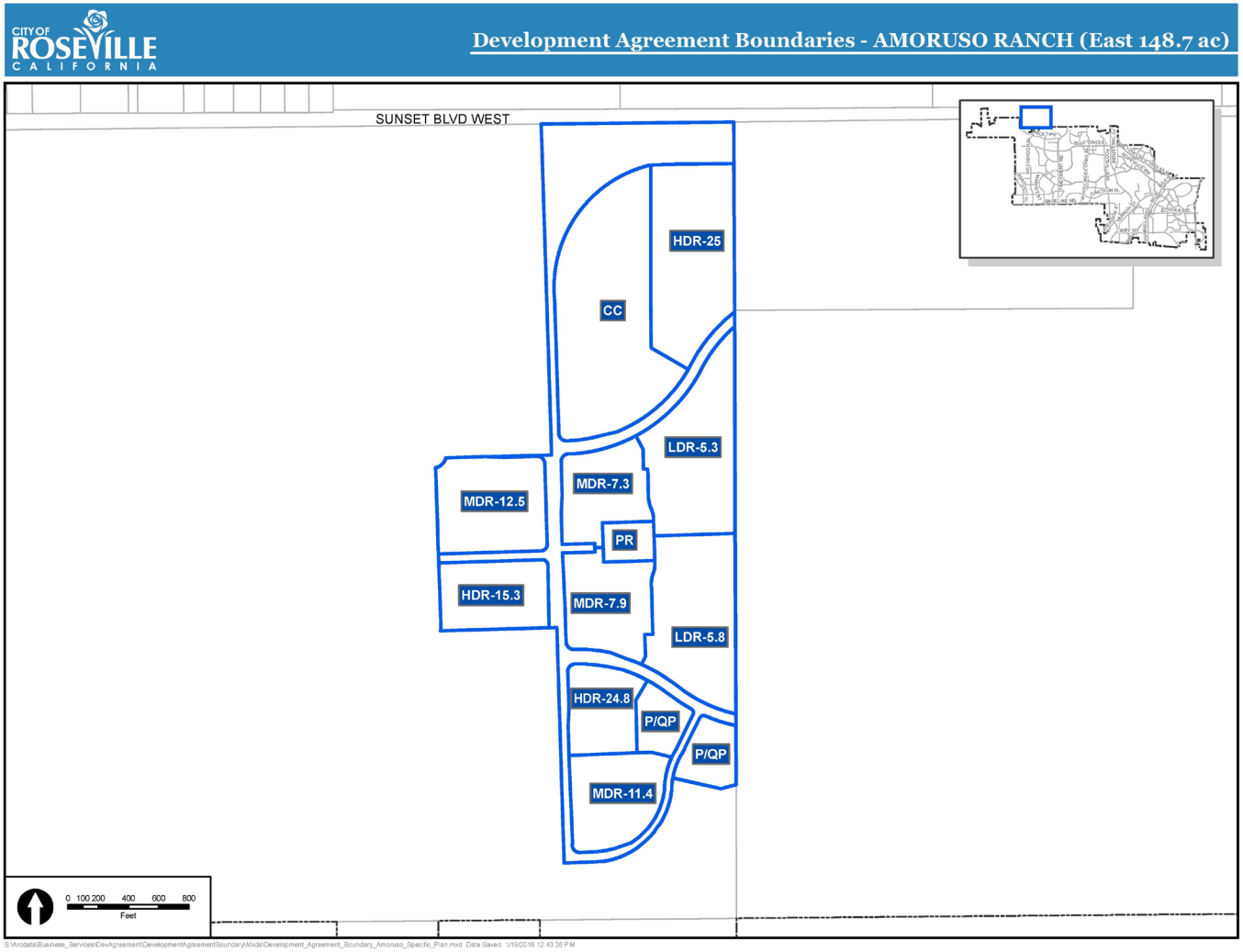
Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005
Amoruso Specific Plan (148.7 Acres) Development Agreement Implementation Matrix

---

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
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**

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Not Complete as of December 2018

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.
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 AR-44	230 150	170 113	68 45	102 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				

	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 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	**3.5.2**
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1above. 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	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
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
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 / Fiddyment 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.l 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	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 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 arid 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
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 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 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 arid 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
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 an1 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 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 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. Lan9owner 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
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 500th 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 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**
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 t□e 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 fond 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
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
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 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 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 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 facilitates 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 facilitates 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 Agreeme11t, 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 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
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
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
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

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

---

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

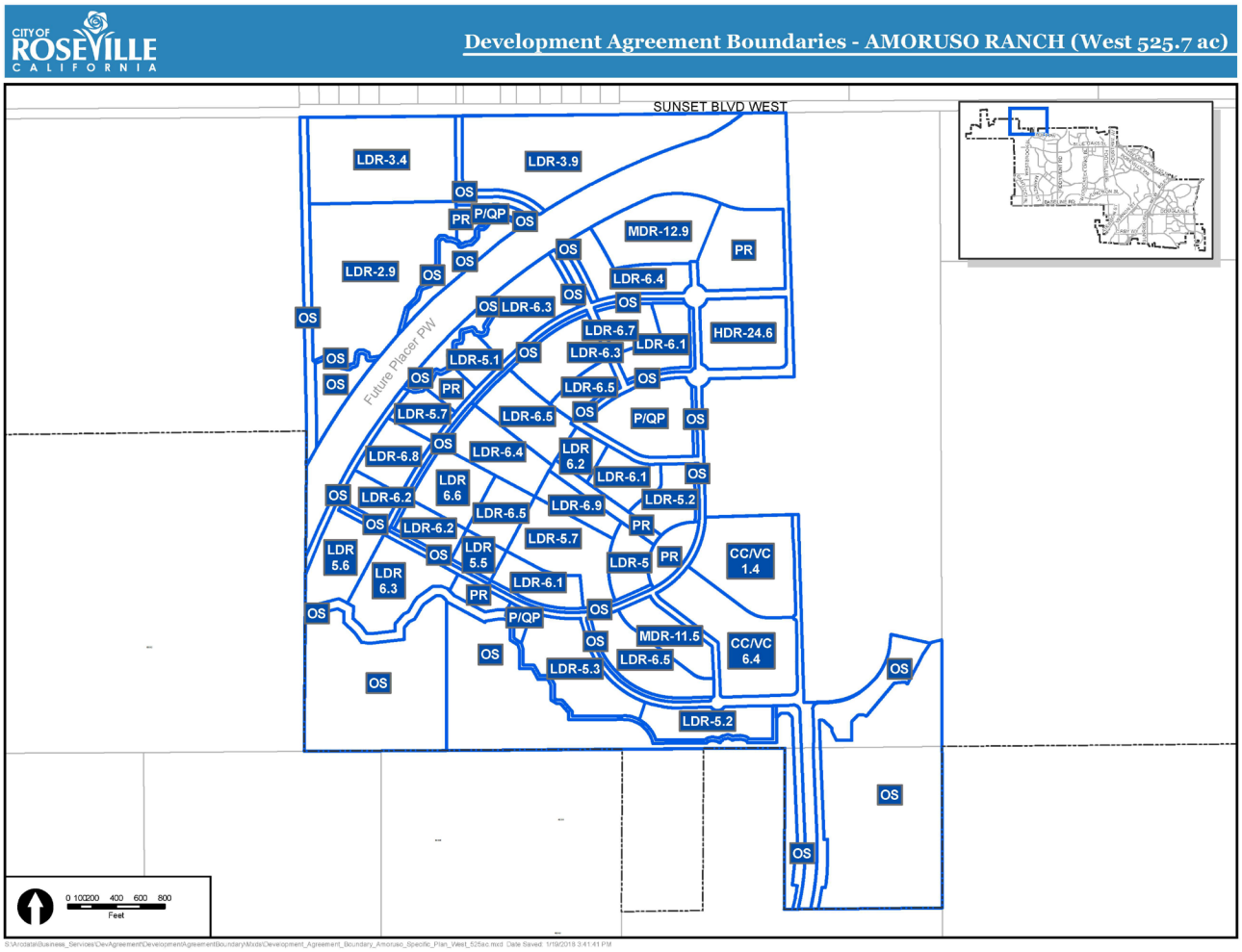
Current Agreement: **Development Agreement by and between the City of Roseville and Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 to the Amoruso Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
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**

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

---

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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	Done
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 Not Complete as of December 2018

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.
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 AR-44	230 150	170 113	68 45	102 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
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 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	**3.5.2**
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1above. 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	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
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
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 / Fiddyment 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.l 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 arid 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
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 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	**3.8.2**
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 be served by both surface water and groundwater supplies and that variations in the appearance, taste arid 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
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**
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 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. Lan9owner 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

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 500th 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 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
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 t□e 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 fond 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
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 "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 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 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 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 facilitates 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 facilitates 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 Agreeme11t, 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 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; 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 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
Obligation	Landowner shall submit a contour grading plan (the “Preliminary Contour Grading Plan") for City review a11d acceptance for the overall Project concurrently wi.th 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. 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 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
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

Church Street Station, LLC
Development Agreement Implementation Matrix

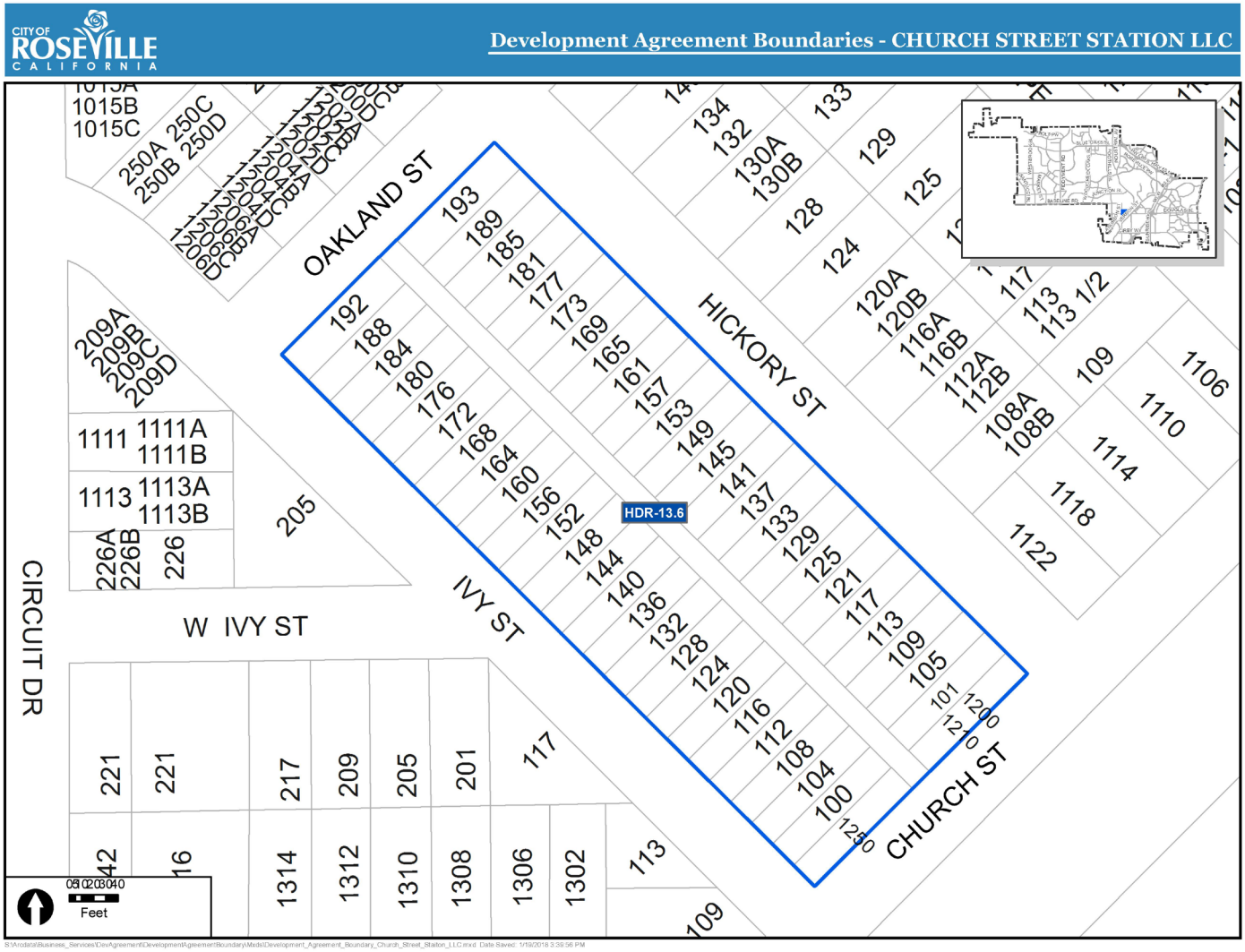
Owner Name: Riverland Homes Inc.
400 Plaza Drive, Ste 205
Folsom, CA 95630

United Mortgage Trust
1301 Municipal Way, Ste 200
Grapevine, TX 79051

Current Agreement: Development Agreement by and between the City of Roseville and Riverland Homes Inc. and United Mortgage Trust.

Name/Landowner	Effective Date	Term	Ordinance Number
Riverland Homes Inc.	September 3, 2004	20 Years	4107
United Mortgage Trust	September 3, 2004	20 Years	4107

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018	
Section	**2.4.1**
Title	Processing Fees and Charges
Obligation	Landowner shall pay those processing, inspection and plan check fees, Fire Service Construction taxes, and all other charges required by the City under the current regulations. SUBD/BP All fees and charges are to be paid as scheduled.
Department	Building Department
Status	Fees being collected upon issuance of Building Permit. Obligation Complete
Section	**3.1.1.A**
Title	Park Fees
Obligation	Payment of park financing fees in the amount of $854 for single family residential neighborhood park fee and $1,596 per City Wide Park fee. BP Fees to be paid at issuance of building permit.
Department	Parks & Recreation Department
Status	Fees being paid upon issuance of Building Permit. Obligation Complete.
Section	**3.1.2**
Title	School Fees
Obligation	Landowner shall enter into separate written agreements with the Roseville City Elementary School District and Roseville Joint Union High School District to mitigate the impacts of the project on the school districts. SUBD Prior to approval of SUBD map an agreement shall be entered into between developer and RJUHSD
Department	Building Division
Status	Fees being paid prior to issuance of Building Permit. Mutual Benefit Agreement approved by Districts. Obligation Complete.
Section	**3.1.3**
Title	Affordable Housing
Obligation	15% of the total units shall be developed as affordable housing units. SUBD - Prior to the approval of the final residential small lot subdivision map the Developer shall enter into the Affordable Purchase Housing Agreement. Track the affordable units in Church Street
Department	Housing Division
Status	City entered into APHDA with Developer on 02/02/2005. Obligation Complete.
Section	**3.1.5**
Title	General Fund Service District
Obligation	Formation of CFD to finance maintenance obligations including $186 per dwelling unit for emergency services and $63 per unit for maintenance of landscape corridor. BP Formation of CFD must be complete before issuance of building permit, excluding permits for model homes.
Department	Finance Department
Status	Project has been annexed into CFD #3 Municipal Services (Annex #12) and CFD #4 Infill Services (Annex #1). Obligation Complete.

Section	**3.2**
Title	Utilities and Improvements
Obligation	Landowner shall be responsible for the construction of alley, ancillary drainage improvements, and frontage improvements. After the construction of the said improvements these areas will be dedicated to the City. IMP Improvement shall be included on improvements plans. Review plans and compare to development standards
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.3**
Title	Environmental Documentation: Mitigation Measures
Obligation	Landowner shall be bound by and shall perform all mitigation measures contained in the environmental documentation. SUBD/BP Mitigation plan shall be included in improvement plans. Review plans for mitigation measures
Department	Planning Division
Status	Project is constructed and obligation is complete.
Section	**3.5.1**
Title	Public Utilities within Right-of Ways
Obligation	All public utilities shall be located in the right-of ways to be granted by the landowner to the City. SUBD Upon final approval of small lot subdivision map Landowner agrees to grant and convey to City the right-of-ways. Condition LLM/FM and individual projects to dedicate easements and ROW.
Department	Engineering, Environmental Utilities Department
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.5.2**
Title	On-Site Electric Facilities
Obligation	Landowner agrees to construct or finance the construction of on-site electric distribution facilities. Design for improvements will be done upon receipt of approved and adopted improvement plans.
Department	Electric Department
Status	Design completed. Power is available. Obligation Complete.
Section	**3.5.3**
Title	Street Lights
Obligation	Landowner agrees to construct or finance the construction of street lights within the property. SUBD Construct street lights concurrent with the construction of the adjacent roadways within the property. Upon receipt of the approved improvement plans, prepare final street light design.
Department	Electric Department
Status	Street lights installed. Obligation Complete.
Section	**3.5.4**
Title	Electrical Efficiency

Obligation	Landowner shall use residential air conditioning units that have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum Federal Regulations. SUBD Specify SEER rating on the building plans and Title 24 compliance certificate. Verify SEER rating during plan check.
Department	Building, Electric Department
Status	Building has historically verified SEER during Master Plan Check. Obligation Complete
Section	**3.6.1**
Title	Drainage
Obligation	All drainage improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction inspection and final approval. IMP Drainage improvements shall be noted on improvement plans.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.7**
Title	Water System Improvements
Obligation	All water system improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review construction inspection and final approval.
Department	Environmental Utilities Department
Status	Water system designed and constructed per City Specifications. Obligation Complete.
Section	**3.8**
Title	Sewer Improvements
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction and final approval.
Department	Environmental Utilities Department
Status	Sanitary system designed and constructed per City Specifications. Obligation Complete.
Section	**3.8.1**
Title	Declaration of Restrictions
Obligation	A declaration of restrictions shall be recorded which states the sewer service to each lot may be conditioned upon the installation of a backwater valve to comply with City Improvement Standards. SUBD Condition SUBD to require full frontage improvements and sidewalks along open space if desired by City. Ensure that required improvements are included and that the necessary permits have been obtained. Condition SUBD, review improvement plans and ensure that permits are secured.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Declaration of restriction included on recorded final map. Obligation Complete.
Section	**3.9**
Title	Road Improvements
Obligation	Landowner at its expense shall provide for road improvements. Roadway improvements include: curb, gutter, sidewalk, utilities, street lights, drainage facilities, traffic signing and striping. Alley improvements include utilities, streets lights, drainage facilities, traffic signing and striping. SUBD Condition SUBD to require full frontage improvements and sidewalks along open space if desired by City. IMP Ensure that required improvements are included and that the necessary permits have been obtained. Condition SUBD, review improvement plans and insure that permits are

	secured.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.9.2.A**
Title	Right-of Ways
Obligation	Upon recordation of a subdivision map for any portion of the property, Landowner shall dedicate the right-of-ways within the property required for the improvements shown on the improvement plans. Condition LLM/FM and individual projects to dedicate easements and ROW.
Department	Electric, Environmental Utilities Department
Status	EUD: Easements dedicated for water and sewer. Obligation Complete.
Section	**3.9.2.B**
Title	Sidewalks and Landscaping
Obligation	Sidewalks and landscaping to be installed within the road right-of-way within the property shall be installed concurrently with the subdivision improvements for any adjacent single-family residential lot subdivision. SUBD – IMP Ensure that required improvements are included and that the necessary permits have been obtained. Condition SUBD's and review improvement plans.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.9.2.C**
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's then current standards for public streets. The right-of-ways required for such road improvements shall be as conditioned with the subdivision. SUBD Concurrent with the subdivision improvements for any adjacent single family residential lot subdivision or concurrent road improvements for open space property. Condition SUBD, review improvement plans and ensure that permits are secured.
Department	Engineering Division
Status	Plans have been approved and construction is complete. Obligation Complete.
Section	**3.10**
Title	Re-Circulating Hot Water Systems
Obligation	For the purposes of providing a water conservation opportunity, the developer shall install a re-circulating hot water system or similar technology that provides instantaneous hot water at each hot water faucet within each of the homes. SUBD Condition the SUBD's to require CC&R's to be reviewed and approved prior to FM.
Department	Environmental Utilities Department
Status	EUD: Subdivision conditioned. Obligation Complete.
Section	**3.11**
Title	Landscape Setback
Obligation	The final map shall reflect a thirty-five (35') foot landscape corridor along Church Street. Such corridor shall be measured from back of curb. SUBD Review landscape setbacks with the SUBD's to ensure the appropriate setback is provided. Condition SUBD's map if landscape setback is not shown or not reflective of agreement.
Department	Planning Division
Status	Project was constructed with a 35-foot landscape setback along Church Street, as required. Obligation complete.
Section	3.12

Title	Community Benefit Fee
Obligation	Landowner agrees to pay $500 per residential unit into the City's General Fund due and payable at issuance of each building permit for single family residential units.
Department	Building Division
Status	Fees being collected upon issuance of Building Permit. Obligation Complete.
Section	**5.2**
Title	Annual Review
Obligation	City Shall annually review compliance with the terms of the development agreement. Landowner is responsible for cost of conduct annual review. Review DA every twelve months, cost shall be due 30 days after DA review. Prepare annual Development Agreement review for City Council action.
Department	Development Services
Status	Obligation Complete 2018.

Creekview Specific Plan
Development Agreement Implementation Matrix

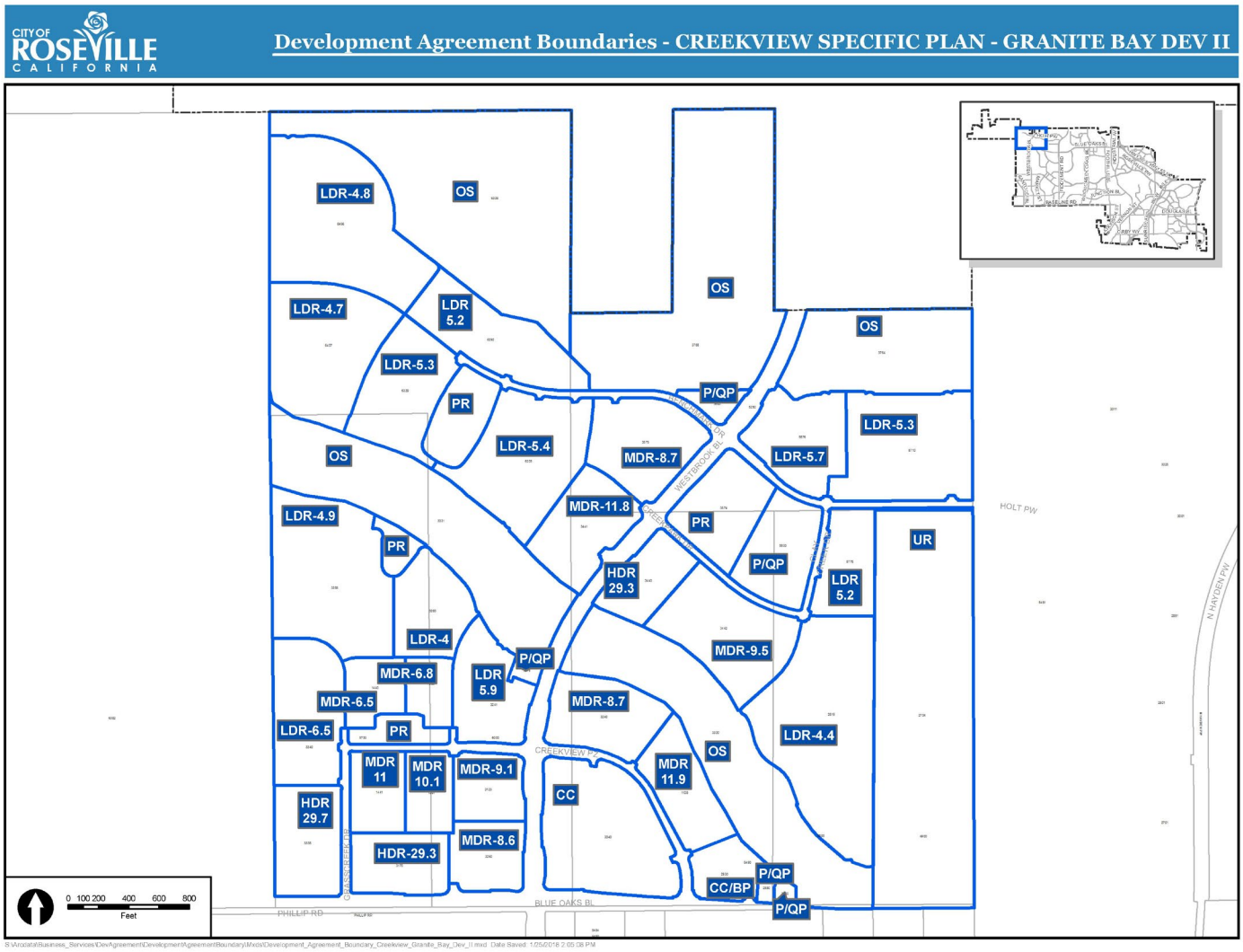
Owner Name: **Granite Bay Development II, LLC - David Raglan 3001 Douglas Bl, Ste 200 Granite Bay, CA 95746**
Phillips Road 160 Investors Limited Partnership – John Manikas 511 35th Street, Sacramento, CA 95816
Phillip Road Land, LLC – Keith Friedman 529 Brookline Ave, Mill Valley, CA 94941
J & KD Enterprises, LLC – Joan Doane 289 Beachview, Pacifica, CA 94044
Soule Investments, LLC – Wendy Soule 15 Racoon Lane, Tiburon, CA 94920
Bennett West Roseville, LLC – Orin Bennett 1082 Sunrise Ave, Ste 100 Roseville CA 95661
Decou West Roseville, LLC – Steven DeCou 1082 Sunrise Ave., Ste 100 Roseville CA 94044
Blue Oaks – Roseville, LP – Clay Loomis 4210 Douglas Bl., Ste. 300 Granite Bay, CA 95746
Chuang-Hsiung and Yueh-Jing Chuang – 12351 Crayside Lane, Saratoga, CA 95070

Current Agreement: **Development Agreement by and between the City of Roseville and Granite Bay Development II, LLC, 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, and Chuang-Hsiung and Yueh-Jing Chuang to the Creekview Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
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			

Creekview Specific Plan
Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Bl between PCL C-51 and C52.
Department	Engineering / Environmental Coordinator
Status	404 permit complete.
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	404 permit complete.
Section	**3.14.10**
Title	Orthophotography of Plan Area and GIS Support
Obligation	Developer agrees to pays 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	Complete
Section	**3.16**
Title	Waiver
Obligation	Inconsideration of the benefits received pursuant to this Agreement, Landowner and Developer, on behalf of themselves and their respective heirs, successors in interests and assigns, waives any and all causes of action which they 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 and 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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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
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
Department	Planning
Status	Currently not in development
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	Currently not in development
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
Obligation	Developer agrees that 40 units will be reserved as detached or attached SFR units affordable to middle income purchasers as follows: Parcel — Total Units in Parcel — Middle Income Purchase Units C-20 — 75 — 10 C-22 — 105 — 20 C-30 — 40 — 10 Such units distributed throughout each parcel.
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
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
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.

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

Department	Housing
Status	Currently not in development
Section	**2.6.2.2**
Title	Transfer/Satisfaction of Obligation
Obligation	Developer can request transfer of affordable rental housing obligation to another parcel within the specific plan.

Department	Planning and Housing
Status	Currently not in development
Section	**2.6.2.3**
Title	Compensation by City
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 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.
Department	Housing Department
Status	Currently not in development
Section	**2.6.2.4**
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	**2.7.2**
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	The 404 permits will require preservation or wetland resources within the properties preserve areas. City and developer shall cooperate with one another in the formation of a financing mechanism as provided in Section 3.19. Fund the costs of monitoring and maintaining the preserve area in accordance with the 404 permits. Funding mechanism may be established to address the two separate phases of on-site preserve monitoring (establishment monitoring phase and perpetual monitoring phase.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	**2.7.3**
Title	Maintenance by Developer during the established 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.
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 manager 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	Currently not in development.
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
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, 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 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
Obligation	Each final map, developer agrees to dedicate, construct or acquire and fund the improvements or facilities and to perform the obligations.
Department	Planning and Engineering Division
Status	Currently not in development
Section	**3.3**
Title	Project phasing
Obligation	Criteria will be used to establish the conditions and requirements for all phasing plans: • Progression of sub-phase development • Phase size • Detailed information to support proposed sub-phase improvements • Prior to the approval of development of any parcel, cumulative effect shall be evaluated to determine its impact on existing systems. • Sanitary sewer • Recycled water • Potable water • Roadway • Grading • Stormwater detention • Pleasant grove creek bypass channel • Stormwater management • Electric Special studies including: water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. Developer responsible for all associated costs.
Department	All development departments
Status	Currently not in development
Section	**3.3.1**
Title	Recordation of Large Lot Maps
Obligation	**One large lot tentative map shall be prepared for the entire plan area, which identifies the three phases.** 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	Currently not in development
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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.5.2**
Title	Arterial Roadways
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 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 Bl</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. **<u>Westbrook Bl</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. **Westbrook BL between PCL C-51 and C-52** – 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 Bl 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 developers cost obligation exceeds the reimbursement obligation of third parties to 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	Currently not in development
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	Currently not in development
Section	**3.5.3.1**
Title	Bus Transfer Station
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 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	Pending - no permits submitted yet for parcel C-70
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	Currently not in development
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	Currently not in development
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 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	Currently not in development
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	Currently not in development
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	Currently not in development

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 the TMF set aside fund.
Department	Public Works department, Engineering and Building Division
Status	Currently not in development
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
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.
Department	Engineering Division

Status	Currently not in development
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 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	Currently not in development
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	Currently not in development
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	Currently not in development
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	Large lot map conditions awaiting further processing (Alt Trans)
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	Currently not in development
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 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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.5.18**
Title	Transportation Systems Management
Obligation	Developer to comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Currently not in development

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	Currently not in development
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	Currently not in development
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". 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	Currently not in development
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	Currently not in development
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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.6.5**
Title	Wastewater Facilities for Reimbursement
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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.7.2**
Title	Groundwater Well

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.
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
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 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.
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 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	Currently not in development
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
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
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. 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 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 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	Currently not in development
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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.10.4**
Title	Drainage Easements
Obligation	Where permanent 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 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	Currently not in development
Section	**3.10.5**
Title	Pleasant Grove Creek Bypass Channel Improvements
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. Prior to the construction of the bypass channel improvements, detailed engineering 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	Currently not in development
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	Currently not in development
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	Currently not in development
Section	**3.11.3**
Title	Electric Substation
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 construct the electric substation and that City has sufficient funds to construct the electric substation.
Department	Electric Department
Status	Currently not in development
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	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: 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 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	Currently not in development
Section	**3.12**
Title	Parks, Open Space, and Bike Trails
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 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**
Title	Park and Open Space Dedications
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, shows 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 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 form 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 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	**3.12.3.1**
Title	Neighborhood Park Frontage Improvements
Obligation	When installing road improvements adjacent to neighborhood park sites, Developer shall construct the frontage improvements (excluding landscaping), 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 I, 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. 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 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	Currently not in development (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
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**.
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	**3.13**
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
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
Section	**3.14.2.1**
Title	City Public Facilities Fee
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.
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, **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.
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
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	**3.15**
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	Currently not in development
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
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. (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: (I) City-Wide Park and Bike Trail Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (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 (I), (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 (I), (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.l.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. 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
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
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 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
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 Itis 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	Currently not in development
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 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 arid 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. 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 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 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 ea.ch 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 (""upsize") 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 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	Currently not in development
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.l 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 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.

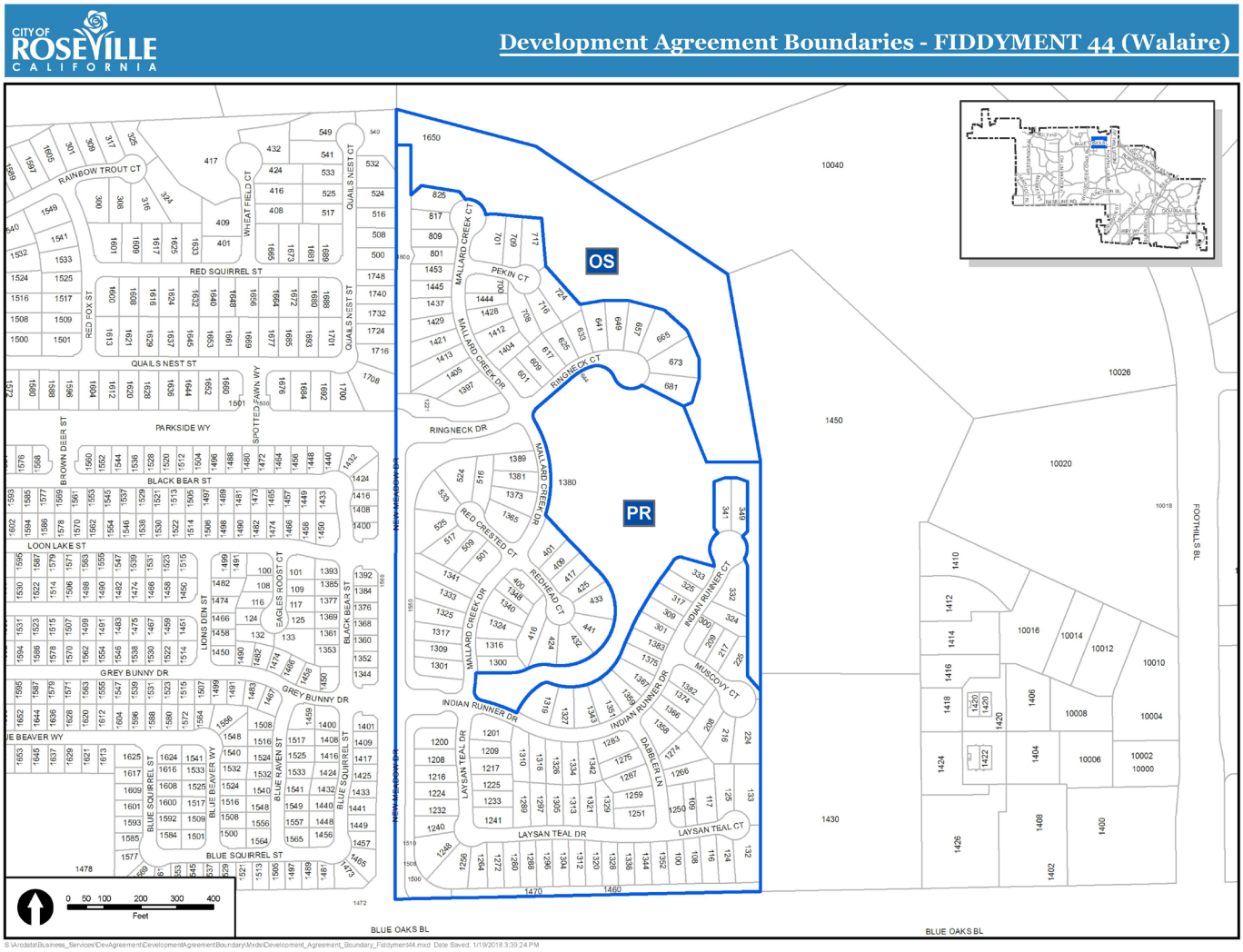
North Industrial Specific Plan - Fiddyment 44 Property
Development Agreement Implementation Matrix

Owner Name: **ST Management**
232 Aerie Court
Roseville, CA 95661

Meritage Homes of California, Inc.
1671 Monte Vista Ace #214
Vacaville, CA 95688

Current Agreement: **Development Agreement by and between the City of Roseville and Walaire, Inc. and Meritage Homes relative to the Fiddyment 44 Property.**

Name/Landowner	Effective Date	Term	Ordinance Number
Walaire Inc. and Meritage Homes (Fiddyment 44)	May 6, 2005	20 Years	4204



Note:
Map below indicates property governed by Landowner per the initial Development Agreement

Development Agreement Obligations Complete as of December 2018

Section	**2.2**
Title	Entitlements
Obligation	Vested Entitlements land uses: SFD- Low Density Residential 148 Units on 28.9 acres Private Common Area 7.0 acres Woodcreek East PCL 1 Access .6 acres Open Space Environmental Preserve 6.1 acres ROW/Landscape Corridors 1.9 acres Total = 44.5 acres
Department	Planning Division
Status	Obligation Complete.
Section	**2.5.1**
Title	Processing Fees and Charges
Obligation	Developer shall pay those fees that apply to the processing, inspection and plan checking as required by the City.
Department	All Development Departments
Status	Developer paying fees that apply to processing, inspection and plan check requirements.
Section	**2.5.2**
Title	Public Financing limited to specific funding mechanisms and fees
Obligation	The Landowner shall participate in a community facilities district to fund the acquisition and construction of specific facilities and maintenance of those improvements.
Department	Finance Department
Status	Obligation complete.
Section	**2.6**
Title	**Affordable Housing**
Obligation	Developer shall develop or cause 10% of the total residential units to be developed as affordable housing (4% affordable to low income, 4% to very low income and 2% to middle income). Prior to the approval of the final residential small lot subdivision map Developer shall enter into the Affordable Purchase Housing Agreement.
Department	Housing Department Track affordable units within project area.
Status	City entered into Affordable Purchase Housing Development Agreement 03/15/2006, recorded 03/22/2006 by instrument #2006-0030928. Obligation Complete.
Section	**2.7**
Title	Wetlands
Obligation	2.7.1: Developer to obtain 404 permit to fill a portion of the wetlands on the property. 2.7.2: Developer responsible for monitoring and reporting requirements under the 404 permit.
Department	Engineering Division
Status	Obtained 404 permit, obligation complete.
Section	**3.2**
Title	Park and Open Space
Obligation	3.2.1: Developer shall dedicate a total of 6.1 acres of open space to the City to be protected as permanent Environmental Preserve. 3.2.2: Developer obligated to provide 9 acres of parkland (consisting of 3 acres of neighborhood

	parkland, 3 acres of City-wide parkland and 3 acres of passive parkland) per 1,000 residents. Developer's parkland obligation shall be in the total of 3.39 aces, consisting of 1.13 acres of neighborhood parkland, 1.13 acres of City-wide parkland, and 1.13 acres of passive parkland. Developer is eligible for credit of .61 acres to be applied against developer's passive parkland dedication obligation of 1.13 acres, resulting in remaining passive parkland dedication obligation of .52 acres. In lieu of the dedication of 1.13 acres of neighborhood parkland, developer shall pay $1,527 per residential unit.
Department	Parks & Recreation Department
Status	Obligation Complete.
Section	**3.2.3**
Title	Park Improvement Costs
Obligation	Developer shall pay a neighborhood park fee and a City-wide park fee. Neighborhood park fee $1,527 per residential unit. Citywide Park fee $1,153 ($1,674 - $521 = $1, 153) credit of $521 for parkland dedication requirements
Department	Parks & Recreation Department
Status	Obligation Complete.
Section	**3.2.3.5**
Title	Open Space Component Fee
Obligation	Accepting the Business Professional property the Landowner is obligated to pay an open space component fee for the property $26,480 with no school site reservation and $11,480 with a school site reservation. 50% of the in-lieu fee shall be paid at the10th building permit and the remainder at the 275th building permit. Fees are subject to annual adjustment based on CCI.
Department	Parks & Recreation Department
Status	On going
Section	**3.2.4**
Title	Park Improvement Costs
Obligation	Developer shall pay a neighborhood park fee and a City-wide park fee. Neighborhood park fee $1,527 per residential unit. Citywide Park fee $1,153 ($1,674 - $521 = $1, 153) credit of $521 for parkland dedication requirements.
Department	Building Division
Status	Collected with Building Permit - Obligation Complete.
Section	**3.3**
Title	School Fee Agreements
Obligation	The developer has, with the consent of the Landowner, entered into an agreement with Roseville City School District for the purposes of establishing a mitigation fee. The Developer shall enter into an agreement with RJUHSD prior to the final approval of subdivision map. Prior to approval of subdivision map an agreement shall be entered into between Developer and RJUHSD.
Department	(None Listed)
Status	Obligation Complete.
Section	**3.4**
Title	Public Utilities within Right-of-Ways
Obligation	All public utilities shall be located within the right-of-ways to be granted by the Landowner to the City. Upon approval of the large lot subdivision map or demand of the City based on need the

	Landowner shall convey the right-of-way to the City.
Department	Electric, Environmental Utilities Department
Status	EUD: Water and sewer utilities located in easements. Obligation Complete.
Section	**3.5.1**
Title	Street Lights
Obligation	Concurrently with the construction of the adjacent roads the Landowner agrees to construct or finance construction of street lights within the property as directed by the Electric Director. Construct street lights concurrent with the construction of the adjacent roadways within the property
Department	Electric Upon receipt of the approved improvement plans, prepare final street light design
Status	Design completed. Street lights installed as roadways are built. Obligation Complete.
Section	**3.6.1**
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 Division
Status	Obligation Complete.
Section	**3.6.2**
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit Developer shall obtain at Developer's expense all permits and agreements as required by other agencies having jurisdiction over drainage, water quality, or wetlands.
Department	Engineering Division
Status	Obligation Complete.
Section	**3.6.3**
Title	Storm Drains
Obligation	Developer shall construct storm drains and laterals in accordance with the Master Drainage Plan and with City's then current improvement standards. Storm drains shall be shown on improvement plans. Review improvement plans to ensure consistency with Drainage Study.
Department	Engineering Division
Status	Plans have been approved. Improvements complete. Obligation Complete.
Section	**3.6.5**
Title	Special Grading
Obligation	Developer is responsible to obtain any and all necessary permits and approvals prior to commencement of such work within the flood plain. ensure all permitting is met prior to grading
Department	Engineering Division
Status	Obligation complete.
Section	**3.7**
Title	Water System Improvements
Obligation	Developer shall provide improvements to the potable water system. Prior to approval of SUBD map floodplain property shall be conveyed to the City. Review of improvement plans and condition SUBD
Department	Environmental Utilities Department
Status	Water system designed and constructed per City specification.

	Obligation Complete.
Section	**3.7.1**
Title	Water Study
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. Condition SUBD/DRP to prepare study. Review improvement plans for conformance with Water Plans.
Department	Environmental Utilities Department
Status	Water study prepared and approved by EUD. Improvement plans reviewed and approved. Obligation Complete.
Section	**3.7.3**
Title	On-site Water Lines
Obligation	The Developer shall provide on-site improvements to the water system pursuant to the City's current improvement standards. Developer shall pay current plan check and inspection costs as incurred by City for review and inspection of such improvements. Condition SUBD to provide necessary improvements concurrent with the construction of the first subdivision improvements for the plan area. Review of improvement plans on condition SUBD.
Department	Environmental Utilities Department
Status	Improvement plans reviewed, approved and constructed per City specifications. Obligation Complete.
Section	**3.7.6**
Title	Water Softeners
Obligation	The Developer, its successors and assigns shall not provide water stub-outs for the installation of water softeners. Condition the SUBD's to require CC&R's to be reviewed and approved prior to FM.
Department	Environmental Utilities -Condition the SUBD's Attorney - Ensure inclusion in CC&R's
Status	EUD: Subdivision conditioned. Obligation Complete.
Section	**3.7.8**
Title	Re-Circulating Hot Water System
Obligation	For the purposes of water conservation, the Landowner shall install a re-circulating hot water system. Condition the SUBD's to require CC&R's to be reviewed and approved prior to FM.
Department	Environmental Utilities Department - Condition the SUBD's Attorney - Ensure inclusion in CC&R's.
Status	EUD: Subdivision conditioned. Obligation Complete.
Section	**3.8.1**
Title	Recycled Water Master Plan
Obligation	Prior to approval of improvement plans, developer shall prepare a recycled water master plan for the recycled water facilities.
Department	Environmental Utilities Department
Status	Obligation Complete.
Section	**3.9.1**
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. Condition SUBD/DRP to prepare study. Review improvement plans for conformance with Water Plans.
Department	Environmental Utilities Department

Status	Wastewater Master Plan and Improvement Plan reviewed and approved. Obligation Complete.
Section	**3.9.3**
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.
Department	Public Works
Status	Obligation Complete.
Section	**3.10.1**
Title	Blue Oaks Blvd. Frontage Improvements
Obligation	Developer shall construct Blue Oaks Blvd. in its ultimate location to provide two westbound lanes unless constructed by the Developer of the Longmeadow Property.
Department	Engineering Division
Status	Complete
Section	**3.10.2**
Title	New Meadow Frontage Improvements
Obligation	Portion of New Meadow roadway in western edge of property to be dedicated to the City for right-of-way. Upon recordation of SUBD or SLM Landowner shall dedicate the right-of-way within the property required to make the improvements.
Department	Engineering Division
Status	Complete
Section	**3.10.3**
Title	PG&E Gas Line Relocation
Obligation	Developer shall be responsible for 60% of relocation costs for PG&E gas line to accommodate signalization of Blue Oaks Blvd. All additional realignment of PG&E facilities required to the Blue Oaks/new Meadow intersection shall be paid for by the Developer. Upon recordation of SUBD or SLM Landowner shall dedicate the right-of-way within the property required to make the improvements.
Department	Engineering Division
Status	Complete
Section	**3.10.4**
Title	Timing, Dedication, and Construction of Road Improvements
Obligation	Upon recordation of the final small lot subdivision map, developer shall dedicate the right-of-way within the property requirements for the improvements. If developer constructs those required improvements per sections 3.10.1, 3.10.2, and 3.10.3, developer is entitled to reimbursement.
Department	Engineering Division
Status	Complete
Section	**3.10.5**
Title	Road Improvement Standards
Obligation	All public roadway improvements to be installed by Developer shall comply with City's current standards and documented on the tentative subdivision map.
Department	Engineering Division
Status	Complete
Section	**3.10.6**
Title	Landscape Setbacks

Obligation	Landscape setback requirements: Blue oaks Bl frontage – 50 feet width New Meadow Drive – 25 feet width
Department	Engineering Division
Status	Complete
Section	**3.10.7**
Title	City Fee Program
Obligation	Developer agrees to pay the then current Traffic Mitigation Fee applicable to the North Industrial area of the City. Landowner and Developer acknowledge that the property is located in the assessment district for HWY 65 JPA Traffic Fee.
Department	Engineering – Special Projects
Status	Complete
Section	**3.10.8**
Title	Light Rail Funding
Obligation	Landowner and Developer consent to and agree that the property shall participate in a city-wide funding mechanism for the extension and operation costs of light rail or Capital Corridor rail line into the City. BP Fee collected at the time of development pursuant to existing City ordinances.
Department	Alternative Transportation Department
Status	A light rail funding program has not yet been established by the City.
Section	**3.11.1**
Title	Fire Tax
Obligation	Landowner and Developer or their successors shall continue to pay the Fire Service Construction Tax. Fee to be paid at issuance of BP
Department	Building Division
Status	Fee being collected upon issuance of Building Permit. Obligation Complete
Section	**3.11.2**
Title	Fire Station In-Lieu Fee
Obligation	Developer shall pay a fee in-lieu of land dedication for the construction of fire station in the amount of $3,389 per acre or $708 per unit. Fee to be paid at issuance of BP
Department	Building Division
Status	Fee being collected upon issuance of Building Permit. Obligation Complete
Section	**3.11.3**
Title	County-wide Facilities Fee
Obligation	Developer shall pay the County-wide facilities fee adopted by the City in the amount being assessed by the City. Fee to be paid at issuance of BP
Department	Building Division & Finance Department remit fees to the County on a quarterly basis.
Status	Fee being collected upon issuance of Building Permit. Building Obligation Complete
Section	**3.11.4**
Title	Public Benefit Contribution
Obligation	Developer shall pay $1,430 per unit to off-set a portion of the impact development will have on the community. Fee to be paid at issuance of BP
Department	Building Division
Status	Fee being collected upon issuance of Building Permit. Obligation Complete
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 Prepare Annual Development Agreement review for City Council action.
Status	Obligation Complete 2018.

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

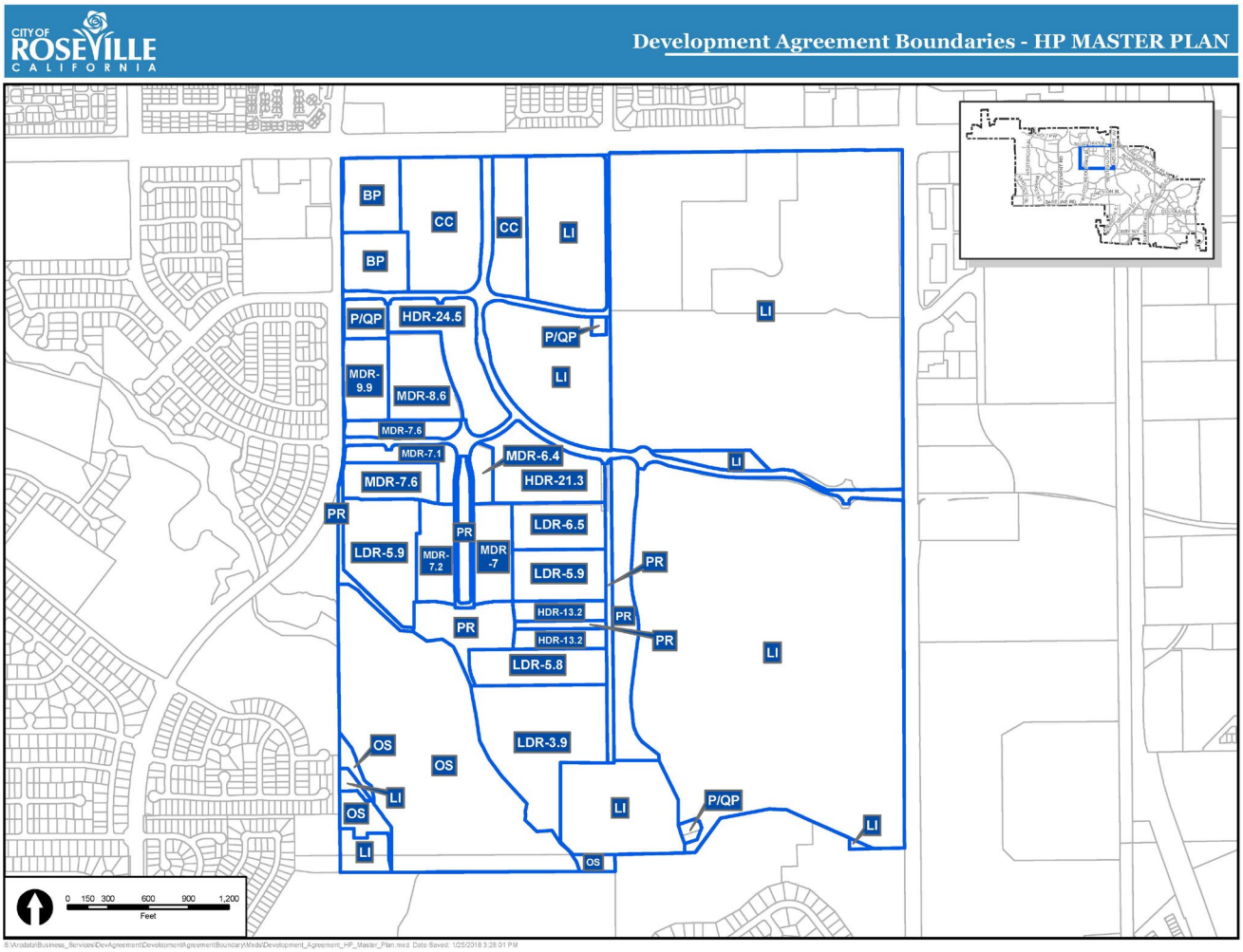
Current Agreement: **Development Agreement by and between the City of Roseville and Hewlett Packard Company and BBC Roseville Oaks, LLC to the North Industrial Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
Hewlett Packard Company	July 26, 1996	25 Years	3003
	Amendments:		
Hewlett Packard Company	#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 **#6 – May 19, 2017** **5829**
Parcel 3 – 59.2 acres

Note:
Map below indicates property governed by Landowner per the initial Development Agreement



Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

Development Agreement Obligations Complete as of December 2018	
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. Completed.
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 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.
Department	City Attorney

Status	This is not an obligation, but a contractual term. Completed.
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	**3.3**
Title	Electric Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	**Hewlett Packard Company:** <u>3.3 Electric</u>. 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 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** 3.3.1 Installation of Underground Electrical Service. 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	**3.3.5**
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. 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

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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**
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
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 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 comer 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 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	**3.13**
Title	Waiver
Obligation	**Hewlett Packard Company:** In consideration of the benefits received pursuant to this Agreement, LANDOWNER waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.
Department	City Attorney

Status	This is not an obligation, but a contractual term. Completed.
Section	**3.14**
Title	Landscape and Lighting District
Obligation	**Hewlett Packard Company:** 3.14.1 Formation. 3.14.1.A Consent and Waiver. 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. 3.14.2 Obligation of District. 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 3.22.1 Formation. 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 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.

	iii. Alternative Financing. 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.
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 3.23.1 Formation of Campus Oaks Public Services CFD. 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. i. Public Services. 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; (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. 3.24.2 Municipal Services. 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	**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	Obligation is no longer applicable
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. Completed.
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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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
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 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:
Amendment #3

Section 2.2 of the Development Agreement is hereby revised in its entirety to read as follows. As noted in Recital 4 above, in support of the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges and agrees that the changes below include a reduction in 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 re-allocated 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 HP 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 HP Property:

Light Industrial 129.2 acres
Parks 8.7 acres
Roads 2.8 acres

Total: 140.7 acres

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 HP 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 HP 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.

For purposes of this Third Amendment and development of the HP Property pursuant to the Master Plan, the Intensity Thresholds for Light Industrial uses described .for the HP Property in 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)*
HP Property	1,200,000	0.72 mgd	0.32 mgd	8.08 MW	1,368

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 HP 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 HP Property. ~~**BBC Roseville Oaks, LLC:**~~ ~~**Amendment #4**~~ ~~Revised Section 2.2 (Vested Entitlements) Section 2.2 of the Development Agreement 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 aces~~ ~~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:~~

~~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 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 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.

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. "2.2.1 Consistency with General and Master Plans: Parcel HP-3 Landscape Buffer. 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.
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 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). 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:~~

~~Affordable Parcel~~	~~Total Unit in Parcel~~	~~Middle Income Purchase Units~~
~~CO-5~~	~~46~~	~~19~~

~~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

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:

Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units
CO-5	46	19

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 C0-5,, 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.
Department	Housing Department & Engineering Division
Status	Need Affordable Purchase agreement prior to approval of small lot subdivision map.
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:~~

~~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~~

~~i. Rental Agreement Required. 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. 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. Potential Compensation by City. 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 Sections1954.50 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

2.5.2 Multi Family Affordable Rental Units. 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:

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 extend 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 t9 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 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.
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 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:** **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	**BBC Roseville Oaks, LLC:** ~~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:**~~ ~~**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 (9.5acres 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 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 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. 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. 3.2.2.C 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. 3.2.2.D 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 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. 3.2.2.E 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. 3.2.2.F 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. Financing for Neighborhood Parks. 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. Financing of Paseos. 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. Maintenance District Financing. 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**
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. 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. Neighborhood Park Frontage Improvements. 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 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 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 trial 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
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 ped 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, CITY may require LANDOWNER to do so prior to accepting any such offer.
Department	Electric Department
Status	Ongoing obligation
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 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.~~ **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	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
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.~~ ~~3.4.1 Drainage Impact Studies. 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.~~ **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.

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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 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.~~ ~~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:** ***Amendment #2 – delete all reference to Northern Detention Basin and Undeveloped Northern Watershed*** **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. 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 hall 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**
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

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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 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 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:** **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, 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.
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. 3.6.1 Improvement Standards. 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 sewered 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 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 1O" 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 comer 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 sewered by the existing 1O" 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 1O" main.~~ ~~CITY shall constantly monitor the available capacity within said 10" main. For the purposes of determining whether capacity remains available in the 1O" 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 1O" 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 1O" 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.~~ **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. 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. **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:** ~~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.~~ **Quality Investment Properties:** **Amendment #6** "3.8.1. Blue Oaks Boulevard. 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 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)*** *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. 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:** **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:** ***Amendment #2 – City Acknowledges that all required improvements to Foothills Boulevard have been completed.*** ~~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 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**

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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 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 (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 western 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. **BBC Roseville Oaks, LLC:** **Amendment #4** ***3.8.2.F (Completed)*** *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 time as the payment is made in full.*
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. **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.

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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:** 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 ***(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.* *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.*

	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 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 Amendment #4 – Ord. #5534 – Deleted Section
Obligation	~~**Hewlett Packard Company:**~~ ~~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 - 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 1Bike 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.

Owner information
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

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. 3.17.1 Should Landowner decide to use recycled water: 3. 17.I.A City of Roseville shall be responsible for preparation and approval of a recycled 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. 3.17.1.B 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.~~ 3.17.1.C ~~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.)~~ 3.17.1.C Provided a foregoing requirements are satisfied, City shall make recycled water available to Landowner at current charges specified in the Roseville Municipal Code. 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. **BBC Roseville Oaks, LLC:**

	Amendment #4 3.17 Recycled Water System Improvements. 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. 3.17.1 To facilitate Landowner's use of recycled water: 3.17.1.A 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. 3.17.1.B 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. 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.
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 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 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 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 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. 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.

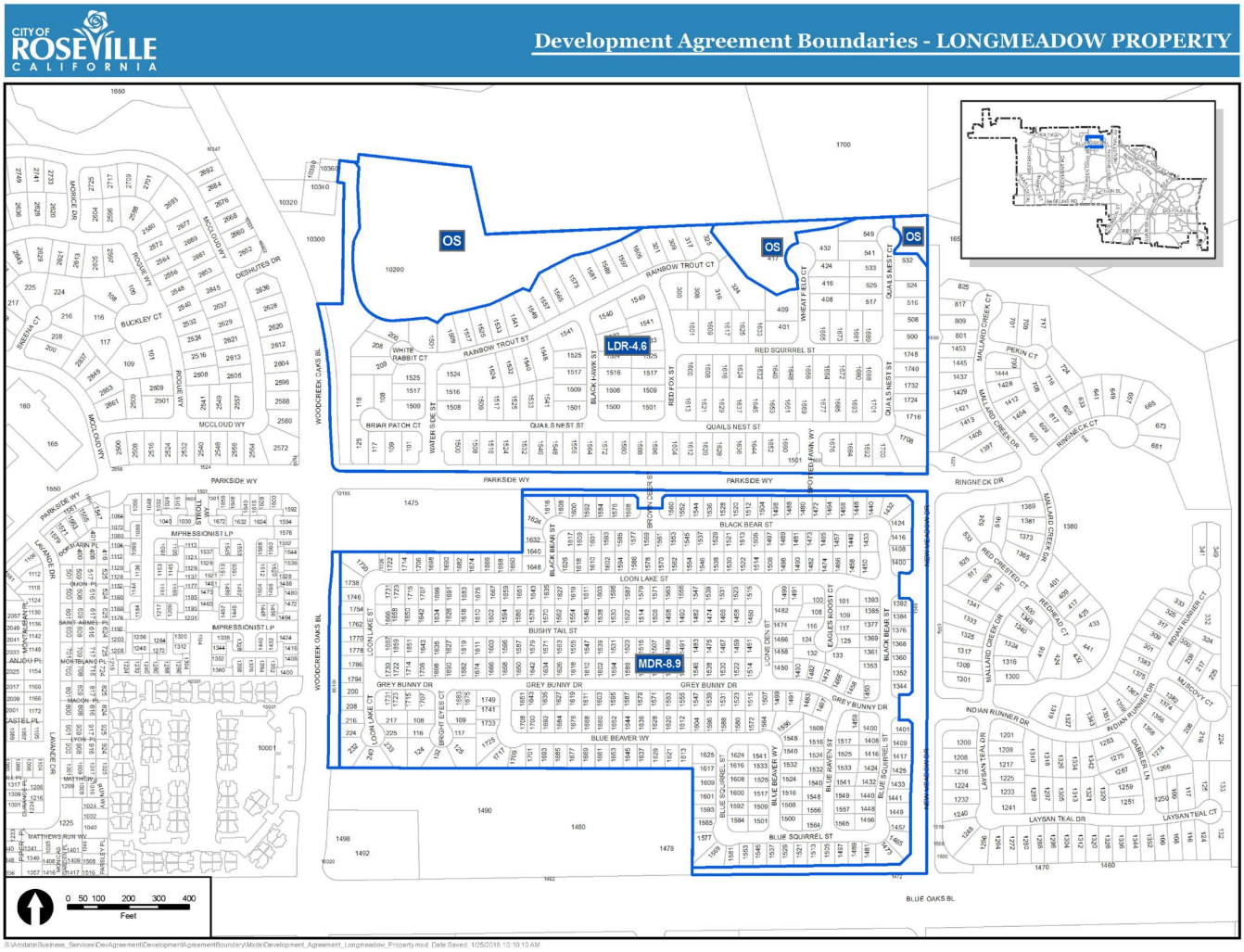
	14. Designation of Blue Oaks Boulevard, Woodcreek Oaks Boulevard, HP Way, Painted Desert Drive and Crimson Ridge Way as potential fixed-route transit routes, including a map of the planned transit stops and park and ride within the Campus Oaks Property. If Landowner records any Property CC&Rs, such CC&Rs 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**
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	**3.30**
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	Pending 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 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 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

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, John Mourier Construction, Inc. and Roseville Technology Park Associates, LLC Relative to the Longmeadow Property.**

Name/Landowner	Effective Date	Term	Ordinance Number
Mourier Investments, LLC	May 21, 2004	20 Years	4072

Note: Map below indicates property governed by Landowner per the initial Development Agreement.



Development Agreement Obligations Complete as of December 2018

Section	**2.1 & 2.2**
Title	Permitted Uses/Vested Entitlements
Obligation	SFD 144 du = 32.9 ac SFD-MDR 328 du = 38.4 ac w/sch. SFD-MDR 400 du = 45.8 ac w/o sch. BP = 10 ac. Park = 3.0 ac Open Space = 8.1 ac **Total = 99.8 acres**
Department	Planning Division
Status	Obligation complete
Section	**2.5.1**
Title	Processing Fees and Charges
Obligation	Landowner and Longmeadow shall pay those fees that apply to the processing, inspection, and plan-checking as required by the City.
Department	Building Division
Status	Building Complete
Section	**2.5.2**
Title	Public Financing limited to specific funding mechanisms and fees
Obligation	The Landowner shall participate in a community facilities district to fund the acquisition and construction of specific facilities and maintenance of those improvements
Department	Finance Department
Status	CFD #1 (bond district) has been formed. CFD #2 for services has also been formed. Obligation Complete.
Section	**2.6**
Title	Affordable Housing
Obligation	Landowner shall develop or cause 10% of the total residential units to be developed as affordable housing (4%affordable to low income, 4% to very low income and 2% to middle income). Goal 22 SFD = low income purchase 10 MDR = middle income purchase
Department	Community Services Department Track affordable units in development.
Status	City entered into Affordable Purchase Housing Development Agreement 03/02/2005, recorded 03/14/2005 (Doc #2005-0030021). Obligation Complete.
Section	**2.6.2**
Title	School Site Reservation
Obligation	Landowner has made provision for a possible elementary school site within the Property. Landowners shall work with the Roseville City School District on demand.
Department	Engineering Division
Status	3/30/2007 – Roseville City School District has determined that the school site was not required. Therefore the property shall be included with the residential development. Obligation Complete.
Section	2.6.2
Title	In-Lieu Affordable Housing
Obligation	Landowner shall make provisions for affordable obligation as follows: $2,022 per unit per all 544 units.
Department	Housing Department - Track affordable units in development.
Status	Project Built out and completed

Section	**2.7**
Title	Wetlands
Obligation	Certain areas of the property shall be designated as Environmental Preserve. The Landowner shall convey the portion of property comprising the Environmental Preserve to the City. Prior to conveyance of the said property, the Landowner shall complete the bike trail adjacent to the property.
Department	Parks Department
Status	Completed
Section	**3.2**
Title	Parks and Open Space
Obligation	Landowner is required to meet the park dedication requirement of 9 acres per 1000 population. Landowner is obligated to provide 4.1 acres of neighborhood parkland. Landowner shall provide an approximately three (3) acre site for a neighborhood park Landowner shall pay an in-lieu fee of $228,000 (without a school), or $128,000 (with a school) for the remaining 1.1 acres of neighborhood park obligation
Department	Community Development Department Implement Conveyance procedures Parks & Recreation Department Initiate adoption of fee ordinance and coordinate annual fee adjustments and demand parks
Status	Longmeadow Park (APN: 482-340-003) 3.01 acres dedicated to the City on October 22, 2008. (Doc. # 2008-0082836). $867,664 was collected for city-wide park in-lieu in two payments (7/07 and 1/07). Obligation Complete.
Section	**3.2.1**
Title	Open Space Dedications
Obligation	Landowner is required to dedicate 4.1 acres of open space. 7.5 acres will be dedicated by the Landowner at a 1:5 acre ratio. The remaining 2.6 acres will be satisfied with a fee of $78,000 and with a credit for completion of the bike trail.
Department	Community Development Department Implement conveyance procedure
Status	Open Space parcels were deeded to the City. O&M plan was completed in June 1999. Obligation Complete.
Section	**3.2.3.1**
Title	Services District Financing
Obligation	Landowner shall support the formation for the Services District
Department	Finance Department
Status	CFD #2 Services has been formed. Per section 3.2.3.1 the Services CFD will collect taxes to help fund the construction of the neighborhood par. The 2006/07 tax levy included a line item for $30,000 to transfer, to the Park Improvement Account, when the tax payments are received, January and May 2007. The total collections form the CFD = $60,000. The neighborhood park fees also get deposited into the Park Imp Acct. After the last building permit is issued, the account balance is checked and the landowner either posts a letter of credit or pays the difference between $797,225 park budget and the amount of fees, taxes and interest in the Park Imp Account. Note - See park funding flowchart for additional detail. Obligation Complete.
Section	**3.2.3.2**
Title	Neighborhood Park Fee
Obligation	In addition to the dedication of park land and open space the Landowner shall pay the

	neighborhood park fee of $1,157 per sfd. This fee will adjust annually on July 1 based on the US CCI.
Department	Parks & Recreation Department - Initiate adoption fee ordinance and coordinate annual update.
Status	Project Built out and completed
Section	**3.2.3.3**
Title	City Wide In-Lieu Park Fee
Obligation	The Landowner agrees to pay the City Wide Park In-Lieu fee which equates to $828,000 with no school reservation, and $728,000 if there is no land available for park dedication
Department	Parks & Recreation Department - Initiate adoption of fee ordinance and coordinate annual update.
Status	Project Built out and completed
Section	**3.2.3.4**
Title	City Wide Park Fee
Obligation	Each unit within the project area will be subject to paying the then current established City Wide Park Fee which is initially $1,596 with a credit for park land dedication of $497. Fees are subject to annual inflationary adjustment on July 1 and are based on the CCI.
Department	Parks & Recreation Department Initiate adoption of fee ordinance and coordinate annual update
Status	Project Built out and completed
Section	**3.2.3.5**
Title	Open Space Component Fee
Obligation	Accepting the Business Professional property the Landowner is obligated to pay an open space component fee for the property $26,480 with no school reservation and $11,480 with a school site reservation.
Department	Parks & Recreation Department Collect In-Lieu Fee
Status	$27,748 was collected for open space in two payments (7/05 and 1/07) Obligation Complete.
Section	**3.2.4**
Title	Frontage Improvements and Rough Grading
Obligation	When installing road improvements adjacent to the park site, Landowner shall construct the frontage improvements for the park site, stub utilities for the park site and rough grade the park site.
Department	Public Works Department Review street layout and construction
Status	Frontage improvements completed. Utility stubs provided. Obligation Complete
Section	**3.2.5**
Title	Trail Improvements
Obligation	As part of subdivision improvements, Landowner shall construct bike trail connections to Woodcreek East bike trail.
Department	PW Engineering Division/ Parks & Recreation Department Review improvement plans for bike trail improvements
Status	Obligation Complete
Section	**3.4.1**
Title	Public Utilities within Right-of-Ways
Obligation	All public utilities shall be located within the right-of-ways to be granted by the Landowner to City
Department	Electric / Environmental Utilities / DS Land Development Engineering Division
Status	EUD: Water, waste-water completed ENG: Completed Obligation Complete.

Section	**3.4.2**
Title	Streetlights
Obligation	Concurrently with the construction of the adjacent roads the Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director.
Department	Electric Department Upon receipt of the approved improvement plans, prepare final streetlight design
Status	Obligation Complete
Section	**3.5.1**
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 Division Review Improvement Plans to ensure consistency with Drainage Study
Status	Obligation Complete.
Section	3.5.3
Title	Storm Drains
Obligation	Landowner and Longmeadow shall construct storm drain mains and laterals in accordance with said Master Drainage Plan. Landowner shall provide laterals to serve all parcels on the Property, including, but not limited to park sites
Department	Engineering Division Review Improvement Plans to ensure consistency with Drainage Study
Status	Obligation complete.
Section	**3.5.4**
Title	Grant of Flood Plain
Obligation	Prior to the approval of the final subdivision map for the property the Landowner shall grant to the City, in fee, all areas of the property within the 100-year floodplain
Department	Planning Division Implement conveyance procedure
Status	Obligation Complete
Section	**3.6.1**
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 Department Condition SUBD/DRP to prepare study. Review improvement plans for conformance with Water Plans
Status	Study Completed. Obligation Complete.
Section	**3.6.6**
Title	Water Softeners
Obligation	The developer, its successors and assigns shall not provide water stub-outs for the installation of water softeners
Department	Environmental Utilities Department Condition the SUBD's City Attorney Insure inclusion in CC&R's
Status	EUD: Subdivision conditioned. Obligation Complete.
Section	**3.6.7**
Title	Re-Circulating Hot Water System
Obligation	For the purposes of water conservation the landowner shall install a re-circulating hot water system.

Department	Environmental Utilities Department Review and approve recycled water uses, infrastructure plans and state permits. City Attorney Insure inclusion in CC&R's
Status	EUD: Subdivision conditioned. Obligation Complete.
Section	**3.7.2**
Title	Recycled Water Improvements
Obligation	Prior to the approval of any improvement plan the Landowner shall prepare a Recycled Water Master Plan for recycled water facilities.
Department	Environmental Utilities Department Review and approve recycled water uses, infrastructure plans and State permits Parks & Recreation Department Include recycled water use in park improvement plans
Status	Completed
Section	**3.8.1**
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 Department Condition SUBD/DRP to prepare study. Review improvement plans for conformance with Water Plans
Status	Study prepared, improvement plans approved. Obligation Complete.
Section	**3.9.1.1**
Title	Widening of Blue Oaks Blvd
Obligation	Landowner shall widen Blue Oaks Boulevard to provide two west bound lanes. Improvements include all necessary turn lanes, curb, gutter, median curbing, sidewalks, landscaping, bus shelters, streetlights, utilities, a signal at New Meadow Dr/ Blue Oaks, striping, and removal of paved area within the median.
Department	DS Land Development Engineering Division Condition SUBD, review improvement plans and ensure that permits are secured.
Status	Obligation Complete.
Section	**3.9.1.2**
Title	Widening of Woodcreek Oaks Blvd
Obligation	Landowner shall widen Woodcreek Oaks Blvd. north of Blue Oaks Blvd. to a standard 4-lane arterial adjacent to the property.
Department	DS Land Development Engineering Division Condition SUBD, review improvement plans and ensure that permits are secured
Status	Obligation Complete.
Section	**3.9.2**
Title	Widening of Woodcreek Oaks Blvd.
Obligation	Landowner shall widen Woodcreek Oaks Blvd. with additional northbound lanes to provide the necessary transition and alignment with those lanes north of Blue Oaks Blvd.
Department	DS Land Development Engineering Division Condition SUBD, review improvement plans and ensure that permits are secured
Status	Obligation Complete.
Section	**3.9.3**
Title	Widening of Woodcreek Oaks Blvd.
Obligation	Landowner shall fully improve new Meadow Drive along the easterly property line to accommodate (2) 11-foot drive lanes, (2) 5-foot bike lanes and (1) 12-foot wide landscape median
Department	DS Land Development Engineering Division Condition SUBD, review improvement plans and ensure that permits are secured
Status	Obligation Complete.

Section	**3.9.4**
Title	Widening of Woodcreek Oaks Blvd.
Obligation	Landowner shall remove the cul-de-sac for Parkside Drive and fully improve the extension of Parkside Drive to New Meadow Drive.
Department	DS Land Development Engineering Division Condition SUBD, review improvement plans and ensure that permits are secured
Status	Obligation Complete.
Section	**3.9.10**
Title	City Fee Program
Obligation	Landowner and Longmeadow agree to pay the then current Traffic Mitigation Fee applicable to the North Industrial area of the City. Landowner and Longmeadow acknowledge that the property is located in the assessment district for Hwy. 65 JPS traffic fee.
Department	Building Division
Status	Project Built out and completed
Section	**3.9.11**
Title	Light Rail Funding
Obligation	Landowner and Longmeadow consent to and agree that the property shall participate in a city-wide funding mechanism for the extension and operation costs of light rail or Capital Corridor rail line into the City
Department	Building Division To collect fee
Status	No fee ordinance has been adopted to fund light rail or capital corridor improvements.
Section	**3.10.1**
Title	Fire Tax
Obligation	Landowner and Longmeadow or their successors shall continue to pay the Fire Service Construction Tax.
Department	Building Division To collect fee
Status	Project Built out and completed
Section	**3.10.2**
Title	Fire Station In-Lieu Fee
Obligation	Landowner agrees to pay a fire in lieu fee in lieu of dedication of land in the amount of $2,380 acres. 44 acres = $104,720 99.8 acres = $223,524 Due 19 months from date of agreement. $2,38and Longmeadow or their successors shall continue to pay the Fire Service Construction Tax.
Department	Finance Department
Status	1/7/2007 CDD sent letter requesting payment of #223,524. Fee was paid 6/28/2007. Obligation Complete.
Section	**3.10.3**
Title	County-wide Facilities Fee
Obligation	Landowner and Longmeadow shall pay the county-wide facilities impact fee
Department	Building Division To collect fee
Status	Project Built out and completed
Section	**3.10.4**
Title	Contribution to City-wide Improvements
Obligation	Landowner agrees to advance $1,190 per SFD to the City's general fund.
Department	Building Division To collect fee

Status	JMC delivered a check in the amount of **$647,360,** to pay for the Community Benefit Fee, as obligated by the project development agreement. The funds are to be coded as a revenue to the Strategic Benefit Fund and the accounts to record to are: 00110-3401 posted to June 30, 2006. Obligation Complete.
Section	**3.10.5**
Title	Transit Master Plan and Bikeway Plan Funding
Obligation	Landowner and Longmeadow shall pay their fair share on a city-wide basis of the Long Range Master Transit Plan, the Short Range Transit Plan and Bikeway Master Plan. Total city-wide fair share costs for all plans shall not exceed $1,500.
Department	Building Division To collect fee
Status	N/A. The updates to the Transit Master Plan and Bikeway Plan Funding programs were offset by Grant monies. Obligation Complete.
Section	**3.14**
Title	CFD Formation
Obligation	Developer/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 project the CFD will not be applied to the BP property.
Department	<u>Finance and Attorney</u> Process the formation of the CFD for maintenance purposes, advice Building Department of status and coordinate with Parks and Recreation on maintenance costs. <u>Finance Department</u> Create tax report. <u>Building Division</u> BP's shall not be issued until Services District is formed.
Status	Obligation Complete.
Section	**3.15**
Title	Completion of Improvements
Obligation	Developer/landowner shall complete required improvements to serve new development prior to the issuance of any BP (except model homes permits). Some CFD improvements associated with development of the Property may not need to be completed to service portions of the Property. All wet utilities, installed by Developer shall be reviewed and approved by the EU Director.
Department	Engineering, Environmental Utilities and Building: BP's shall not be issued until Improvements are completed to City Standards. Engineering, Environmental Utilities Review and approve locations of wet utilities.
Status	Building Complete, Environmental Utilities Complete
Section	**3.16.3**
Title	Maintenance (Obligations)
Obligation	Developer/landowner agrees that upon commenting the issuance of the 1st Building Permit within the property, the CFD shall provide funds required for performance of the following maintenance, monitoring and reporting obligations. 1. Autumn Leaf Cleanup for collector and local streets 2. maintain Bus Shelters within the property 3. Include an annual levy for construction and maintenance of park improvements

	4. Maintain Pedestrian connections to park, medians and landscape corridors 5. Maintain bikeway connections to bike trail in Woodcreek East, 6. Maintain neighborhood entry features and subdivision entry signs and lighting, 7. Maintain water quality structural controls and drainage swales associated with storm drain outfalls, 8. Maintain open space areas, signage maintenance and trash and debris collection.
Department	Building Division BP's shall not be issued until Services District is formed.
Status	Building Complete
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	Obligation complete – annual review completed.

Northeast Roseville Specific Plan – Friedman Family, LLC
Development Agreement Implementation Matrix

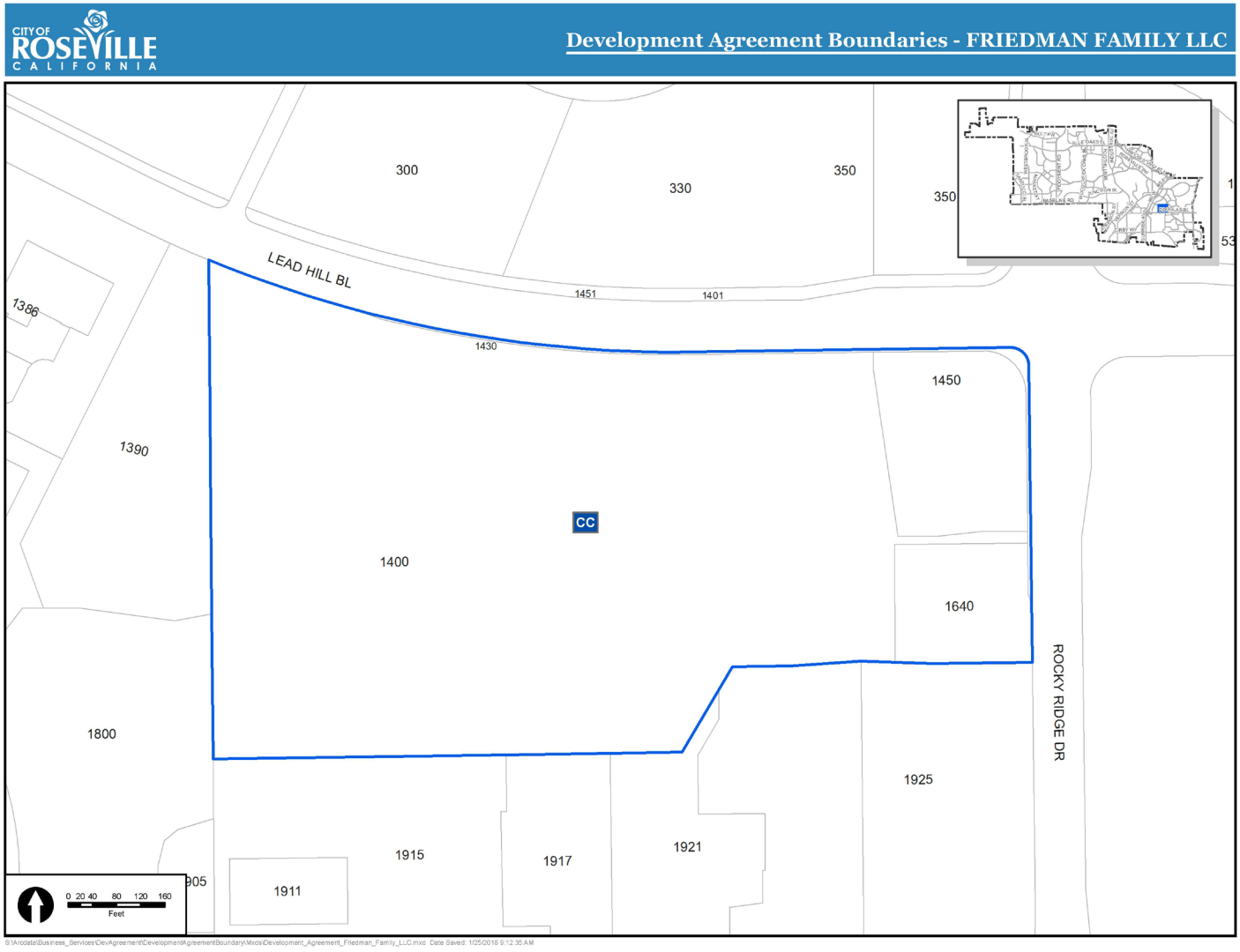
Owner Name: **Wal-Mart Stores, Inc.**
1301 SE 10 Street
Store #3587-00
Bentonville, AR 72716

Current Agreement: **Development Agreement by and between the City of Roseville and the Friedman Family LLC (the Rockpile).**

Name/Landowner	Effective Date	Term	Ordinance Number
Friedman Family LLC	February 5, 1999	20 Years	3308

Northeast Roseville Specific Plan – Friedman Family, LLC
Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

Section	**3.2**
Title	Off-Site Utilities & Improvements
Obligation	City acknowledges that all off-site utilities, road improvements and applicable PUE necessary to serve the Property are installed. Landowner not obligated to provide off-site utility or road improvements in connection with development of the Property.
Department	N/A
Status	Obligation Complete
Section	**3.2.1**
Title	Power Purchase Agreement
Obligation	Landowner shall purchase electric power for all non- residential uses within the Property from Roseville Electric for a minimum 5 years.
Department	Electric Monitor service provider, Building & Electric Track final occupancy of first permanent structure.
Status	Obligation complete
Section	**3.3**
Title	Transportation and TSM
Obligation	Landowner shall comply with the City Transportation Systems Management Ordinance. Condition DRP or MPP, approve TSM plan
Department	Transportation Department
Status	TSM for Parcel A and B (Wal-Mart building and Gas Station) approved by City Council October 15, 2002. Obligation Complete.
Section	**3.6**
Title	No Additional Off-Site Dedications or Basements
Obligation	Landowner shall not be obligated to dedicate any off-site ROW or grant any off-site PUE.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	**3.7**
Title	Landscape Setbacks
Obligation	Roadways adjacent to the property, landowner shall establish landscape setbacks provided by the NE Roseville SP. Maintenance of landscaping installed within the setback shall be the responsibility of the Landowner
Department	Planning & Engineering Division
Status	Obligation complete
Section	**3.8**
Title	Timing of Sidewalks, Landscaping and Bus Shelter
Obligation	Landowner shall install sidewalks, landscaping and bus shelter along Rocky Ridge Drive concurrent with the construction of building(s) on the Property, and may be phased at the discretion of the City, per DA requirements. Landowner may enter into Deferred Improvement Agreement for such improvements, per City approval.
Department	Planning Division
Status	Sidewalks and bus shelter required as part of approvals for Wal-Mart (DRP 01-56). Construction of sidewalks and landscaping is complete. Bus Shelter constructed. Obligation complete.

Development Agreement Obligations Not Complete as of December 2018

Section	**2.4.1 & 2.4.2**
Title	Processing Fees, Taxes and Assessments
Obligation	Landowner shall pay those processing, inspection and plan check fees per City requirements for permit approvals and monitoring compliances. Landowner shall pay those impact development fees adopted by the City as of the Effective date of this agreement and adopted in the City in accordance with State law
Department	Building Division
Status	Fees being collected as projects are processed. A couple of lots remain to be developed.
Section	**3.1**
Title	Development, Connection & Mitigation Fees and Financing
Obligation	Landowner shall: 1. Have no Park Fee 2. Establish no additional CFD 3. Establish a Landscape & Lighting District (maintenance of landscaping, entry feature, entry signage, and sculpture park, street lights) 4. Pay Fair Share of School Fees 5. Pay Fire Service Construction Tax per RMC 4.46 6. Pay future Light Rail Funding 7. Pay County-wide Facilities Fee
Department	Building Division
Status	Fees being collected as projects are processed. A couple of lots remain to be developed.
Section	**3.2.2**
Title	Water Softeners
Obligation	No water softeners allowed except those approved by EU Director. Landowners shall include prohibition of water softeners in the property CC&R's if CC&R's are recorded
Department	Environmental Utilities Condition the DRP or MPP. Attorney Insure inclusion in CC&R's
Status	Provision not yet applicable. Environmental Utilities will condition DRP or MPP. Prior to finaling SUBD maps Eng./Atty's will review CC&R's to ensure inclusion into CC&R's
Section	**3.3**
Title	Transportation and TSM
Obligation	Landowner shall comply with the City's transportation systems management ordinance.
Department	Transportation Division
Status	Ongoing Obligation
Section	**3.4**
Title	Environmental Document Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan Negative Declaration which are identified as responsibility of Landowner.
Department	Engineering and Planning Condition development projects.
Status	The Planning Department required compliance with environmental mitigation measures per (DRP 01-56 — Wal-Mart). Parcel A (Wal-Mart building) has complied with identified mitigation prior to issuance of

	mitigation measures. All future mitigation plans should be submitted in an electronic format so that they can be entered into the City's Mitigation Database.
Section	**3.9**
Title	Library Facilities
Obligation	Landowner shall pay fair share of the cost of Library Facilities or other equitable financing mechanism for the provision of library services, City to amend the current City-wide Public Facilities Fee to include library facilities and adopt equitable mechanism for library services.
Department	Library Establish a fee and adopt an Ordinance to collect fee Building Collect library fee.
Status	Fees being collected as projects are processed. A couple of lots remain to be developed.
Section	**4.5**
Title	Sewerage Transmission Capacity
Obligation	Total discharge not to exceed 102 EDU. Flow to be directed to sewer at west end of site with the exception of 15 EDU that may flow to sewer in Rocky Ridge Drive.
Department	Environmental Utilities Verify project will not exceed 102 EDU.
Status	Units are being monitored for conformance with agreement. Development of Parcel A (Wal Mart building) is in compliance with the site's sewer capacity.
Section	**5.2**
Title	Annual Review
Obligation	City shall annually review compliance with the terms of the development agreement. Landowner is responsible for cost to conduct annual review,
Department	Development Services Department Prepare annual Development Agreement review for City Council action. Forward information to Finance and bill landowner
Status	Ongoing.

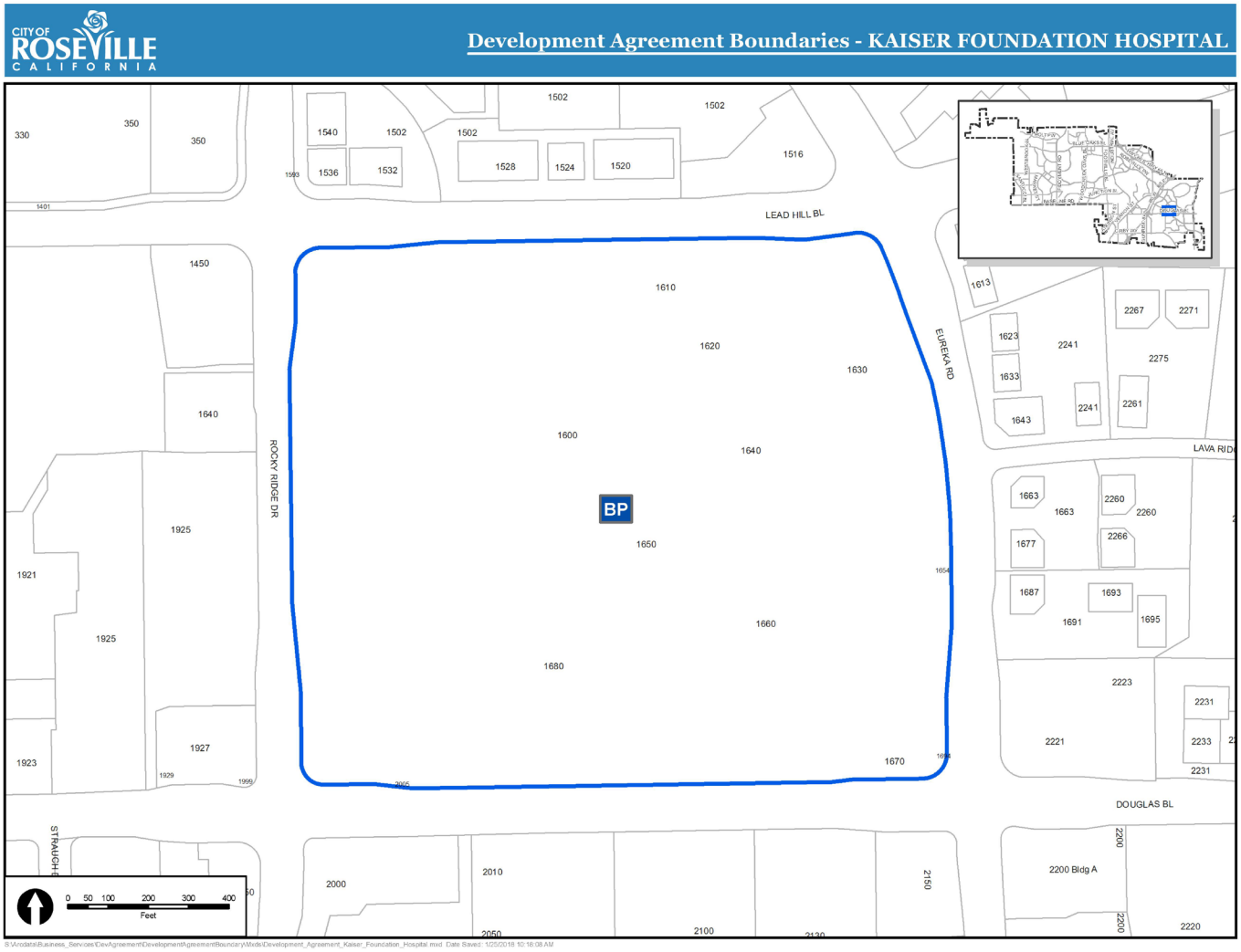
Northeast Roseville Specific Plan – Kaiser Foundation Hospitals
Development Agreement Implementation Matrix

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.**

Name/Landowner	Adoption Date	Term	Ordinance #
Kaiser Foundation Hospital	June 4, 2004	20 Years	4074

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 1st BP, Landowner shall pay a fee of $20,730 (Drainage

	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

Status	Improvements 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 1st 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.
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 <u>Not Complete</u> as of December 2018

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. 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	**3.7.3**

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. 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 pans 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. Ongoing obligation.
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

North Roseville Specific Plan – Diamond Creek
Development Agreement Implementation Matrix

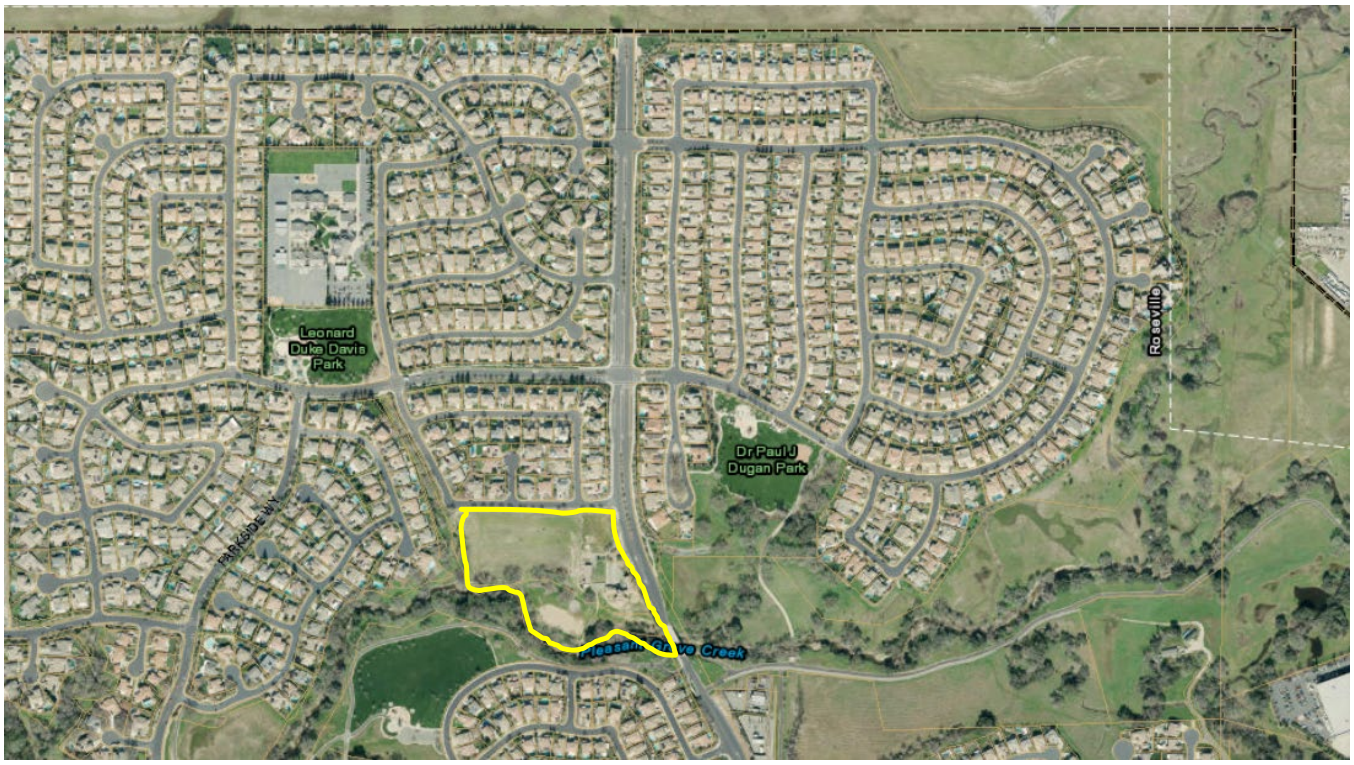
Owner Name: **BBC Diamond Creek, LLC**
130 Diamond Creek Pl., Ste. 1
Roseville, CA 95747

Current Agreement: **Development Agreement by and between the City of Roseville and BBC Diamond Creek, LLC relative to the North Roseville Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
BBC Diamond Creek, LLC	March 9, 2018	20 years	5932
	Amendment #10 - March 9, 2018(DC-9A/9B)		

North Roseville Specific Plan – Diamond Creek
Development Agreement Implementation Matrix

Note: Figure below indicates property governed by Landowner per the initial Development Agreement



Development Agreement Obligations Not Complete as of December 2018

Section	**3.7**
Title	Reclaimed Water Amendment #10 – Ord. #5932
Obligation	Landowner shall provide improvements to the City's reclaimed water system as provided in this section.
Department	Environmental Utilities
Status	ongoing
Section	**3.7.1**
Title	Use of Reclaimed Water Amendment #10 - Ord. #5932
Obligation	Landowner shall prepare and obtain approval of a reclaimed water engineering report for submittal to appropriate state agencies and obtain all permits prior to use of reclaimed water. City shall charge Landowner same rate as charged to other private users of reclaimed water within City. Potable water may be used for such park or other reclaimed uses including parcels 9A and 9B. Design infrastructure needed for reclaimed water system. Amendment #10 – Reclaimed water will be used for irrigation of parks within the plan area and may be developed and used by City to cascade from the North School Park south along the linear parkway to Pleasant Grove Creek. All other reclaimed uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director. In particular, City agrees that Landowner may use reclaimed water for irrigation of Landowner's Ranch Parcel (Parcel DC-9A), provided the costs of connecting to and extending the reclaimed line from Woodcreek Oaks Boulevard shall be paid by Landowner. In connection with any such use by Landowner and provision of reclaimed water to the park site(s), Landowner shall be responsible for preparation and approval of a reclaimed water engineering report for submission to appropriate state agencies. In connection with the use of reclaimed water other than such use for the park sites, Landowner shall also be responsible for obtaining any and all necessary permits prior to actual use of reclaimed water and for the payment of all City fees and charges related thereto, including without limitation, the reclaimed water connection fee to be paid at time of building permit. Provided Landowner satisfies all of the foregoing requirements, City shall make reclaimed water available to Landowner in amounts reasonably required for the use(s) proposed therefor and shall charge Landowner the same rate or rates as are charged to any other private user(s) of reclaimed water within the City. Furthermore, if Landowner satisfies all of the foregoing requirements, City acknowledges and agrees that potable water may be utilized for such park irrigation and other reclaimed uses, including irrigation of Parcels DC-9A and DC-9B, if reclaimed water is unavailable in emergencies as determined by the Environmental Utilities Director. Prior to July 1, 2018, the Landowner of Parcels DC-9A and DC-9B ("Ranch Landowner") shall make the following modifications to the existing potable water service serving these parcels: (1) disconnect the existing potable service downstream of the presently connected meter; (2) reconnect the potable service to the City supplied 1.5-inch potable connection downstream from the newly installed meter and backflow prevention assembly; and (3) upon completion of the work outlined above, the disconnected portion of the existing line will be capped, and abandoned in place (to avoid damage to existing,

	mature landscaping) and Ranch Landowner shall deliver to the City the old meter to be removed as part of the work. The City's Water Division will cooperate with Ranch Landowner to coordinate the scheduling of such work and provide shut-off service as needed to facilitate Ranch Landowner's disconnection and reconnection work. Following completion thereof, the City may separately elect to disconnect the existing line from the water main and restore any driveway improvements disrupted thereby. Upon such election by the City, Landowner shall execute a right of entry agreement in a form reasonably acceptable to the City Attorney to allow City access for such work, which shall terminate upon completion of such work by the City. Provided the foregoing requirements are satisfied, City shall continue to make recycled water available to Ranch Landowner at user charges specified in the Roseville Municipal Code (RMC). The City confirms that the City-installed backflow preventer and new potable meter, in conjunction with Ranch Landowner's work above and the recycled water improvements previously installed by the City, meet all current standards as to Ranch Landowner's potable and reclaimed systems. For billing purposes, the newly installed 1.5-inch potable meter shall be billed at the I-inch billing rate in effect per the RMC and the ownership of the backflow prevention device, its routine testing and maintenance shall remain with City. If Ranch Landowner does not complete the work specified in this paragraph by July 1, 2018, City may, at its option, terminate delivery of recycled water and physically disconnect the recycled water system serving Parcels DC-9A and DC-9B. Any such termination of delivery of recycled water to the Ranch Parcel shall not affect the City's continued delivery of potable water to the Ranch Parcel through the existing service.
Department	Environmental Utilities - Review and approve reclaimed water uses, infrastructure plans and state permits. Parks and Recreation - Include reclaimed water use in park improvement plans.
Status	The backbone reclaimed water system has been constructed. Improvement plans for parks are ongoing.
Section	**5.2**
Title	Annual Review
Obligation	City shall annually review compliance with the terms of the development agreement. Landowner is responsible for cost to conduct annual review of the Development Agreement. Annually - Review DA every twelve months, cost shall be due 30 days after DA review.
Department	Development Services - Prepare annual Development Agreement review for City Council action.
Status	Ongoing

Stoneridge Specific Plan – Elliott Homes, Inc.
Development Agreement Implementation Matrix

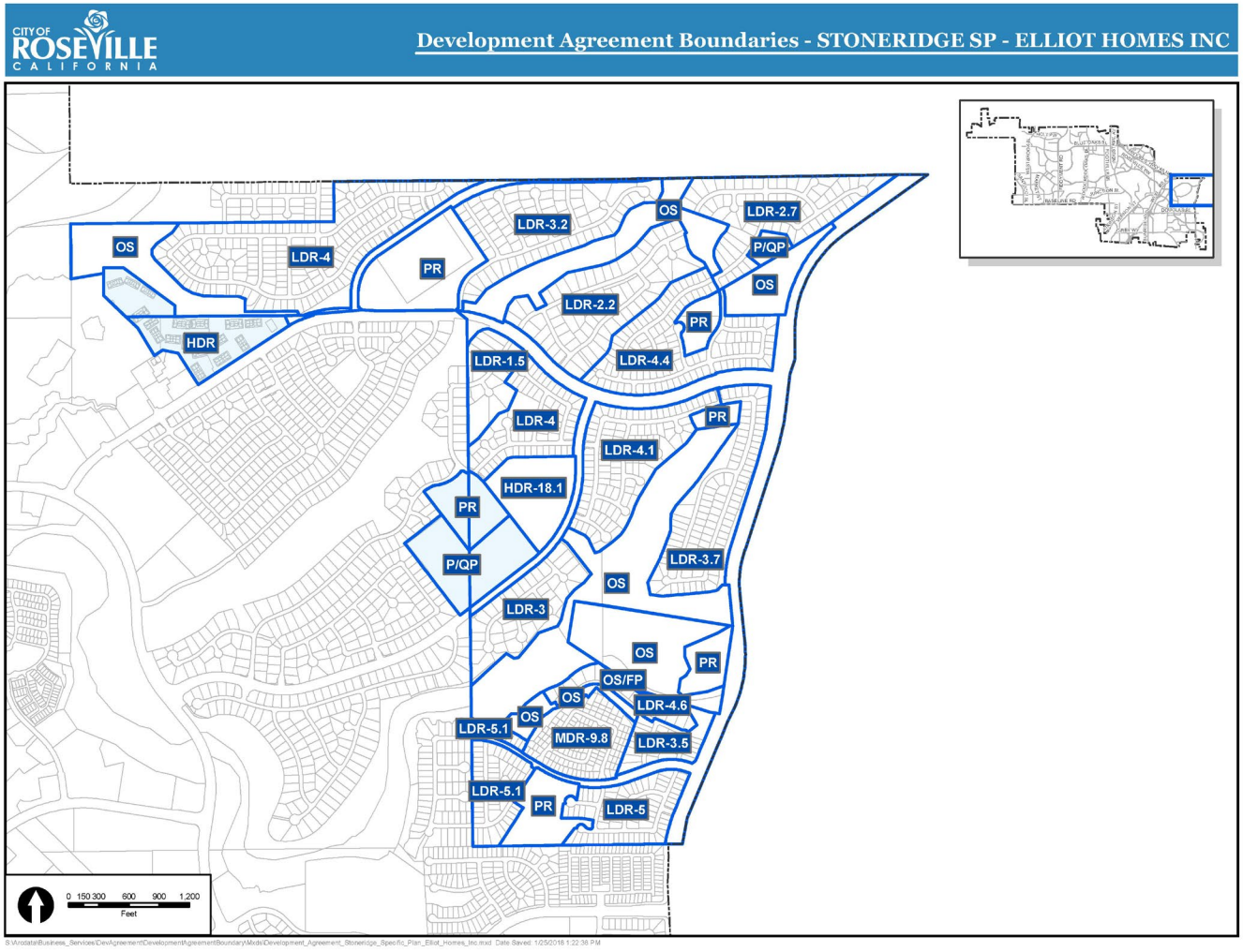
Owner Name: Elliott Homes, Inc.
340 Palladio Pkwy, Ste 521
Folsom, CA 95630

Current Agreement: Development Agreement by and between the City of Roseville and Elliott Homes Inc. relative to the Stoneridge Specific Plan.

Name/Landowner	Effective Date	Term	Ordinance Number
• Elliott Homes Inc.	May 1, 1998	20 Years	3200
	Amendments:		
	#1 – May 21, 1999		3344
	#2 – Oct. 13, 2000		3561
	#3 – July 6, 2001		3677
	#4 – Feb. 1, 2006		4341

Stoneridge Specific Plan – Elliott Homes, Inc.
Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

Section	**2.6.2.B**
Title	Compensation by City
Obligation	City shall compensate landowner for 2/3 of net present value for loss of rental revenue expected over 30 yrs.
Department	Housing Department - Identify range of incomes to be served at Occupancy and identify or provide funding for subsidies. AHDA review and process.
Status	Development was completed on Parcel 40 as of 2017 and no affordable units were required. Obligation complete
Section	**2.7.1**
Title	Environmental Preserves
Obligation	Landowner shall obtain a 404 Permit to fill wetlands and preserve certain environmental habitat in Open Space. Form CSD to maintain open space. Convey Open space to the City.
Department	Parks and Recreation Department/CDD Add COA for IOD on Open Space and formation of CFD. LLM to be conditioned.
Status	All environmental permits have been issued. The O & M Plan is approved. Dedications are complete.
Section	**2.7.2**
Title	Maintenance of 404 Permit Amendment #3 – Ord. #3677
Obligation	Landowner shall monitor, report and maintain Open Space. Landowner shall indemnify City for responsibilities under 404 Permit. 3rd Amendment: Landowner shall pay to the City ½ costs of three years of monitoring as its fair share to development of the SRSP plan area.
Department	City Attorney/ Development Services Review 404 Permit to insure coordination with terms of the DA.
Status	All environmental permits have been issued. The O & M Plan is Approved. Dedications are complete. Obligation Complete.
Section	**3.2**
Title	Parks and Open Space
Obligation	Provision of nine acres of neighborhood, community park, citywide park and open space land per 1,000 residents.
Department	Parks and Recreation Department
Status	Obligation complete
Section	**3.4.1**
Title	Public Utilities Within Rights of Way
Obligation	Landowner shall dedicate all public utility easements and ROW as required by the City. Also see: 3.5.4, 3.6.4 and 3.16
Department	Electric, Environmental Utilities, and Engineering Condition LLM and individual projects to dedicate easements and ROW.
Status	Receiving dedication of PUE's as improvement plans are approved and maps recorded. Obligation Complete
Section	**3.4.4**
Title	Streetlights
Obligation	Landowner will construct or finance construction of streetlights
Department	Electric - Upon receipt of approved improvement plans, prepare final street light improvement design.
Status	All streetlights along major roadways and subdivisions have been installed. Obligation

	Complete
Section	**3.4.5**
Title	Power Purchase Agreement
Obligation	Landowner shall purchase electric power for all non-residential uses from City for 5 years.
Department	Electric - Monitor service provider. Building/Electric Track final occupancy of first non-residential permanent structure.
Status	Electric is being supplied from the City. Obligation Complete
Section	**3.5.1**
Title	Master Drainage Plan
Obligation	Landowner to provide Master Drainage Plan to identify the size, location, and timing of all major drainage facilities proposed for the Plan area and shall be accompanied by all supporting technical information and calculations
Department	Engineering Division
Status	Obligation Complete
Section	**3.5.3**
Title	Storm Drains
Obligation	Landowners shall construct storm drain mains and laterals and shall provide laterals to serve all parcels.
Department	Engineering - Review improvement plans to ensure consistency with master drainage plan.
Status	Obligation Complete
Section	**3.5.5**
Title	Contribution to Detention Basin
Obligation	Plan area is responsible for advancing to the City an amount equal to ½ of the cost of the miners Ravine Detention basin (MRDB) including but not limited to costs for design, environmental documentation, and permitting, construction and project management.
Department	Engineering Division
Status	Obligation complete
Section	**3.8.1**
Title	Roadway Frontage Improvements.
Obligation	Landowner shall be responsible to construct “Landowner’s frontage” (curb, gutter, sidewalk, utilities, streetlights, landscape medians and the first 18’ of pavement for road R/W adjacent to property and additional pavement widening at intersections, all grading, drainage laterals and inlets, cross culverts and bridges except as noted, traffic signing and striping, underground portions of traffic signals and signal interconnects in conjunction with joint trench work along arterial roads). Landowner is responsible for sidewalk and landscaping on streets adjacent to open space. (also see 3.8.8) City to use best efforts to collect reimbursement for improvements constructed along NERSP parcel 15 (see 4.2.3)
Department	Engineering - Condition SUBD. Negotiate with NERSP Parcel 15 to provide reimbursement.
Status	Subdivision maps are being conditioned to ensure full frontage improvements and sidewalks. Development has been approved on Parcel 15. Parcel 15 is obligated to reimburse frontage improvements in the amount not to exceed $87,000. Reimbursement not paid as of 2/14/04. The “Developer/Developer” reimbursement agreements states that the City will do its best effort to get the benefiting party to pay the constructing developer at the time that the benefitting party develops. The term of the RA is for 10-years at which time the RA

	terminates. As we have no indication that the Stone Ridge developers neither entered a RA, we haven't heard from them since, and the agreement if entered would have already expired, I would conclude that the City's obligation to collect the money has been exhausted and we can deem this obligation complete.
Section	**3.8.2**
Title	Dedications for road improvements
Obligation	Landowners to dedicate right-of-way for road improvements.
Department	Engineering Condition
Status	Obligation Complete
Section	**3.8.3**
Title	Timing of Sidewalks and Landscaping Amendment #1 - Ord. #3344
Obligation	Landowner shall install sidewalk and landscaping adjacent to single family, multi-family, and nonresidential land use, open space and private park. Landscape medians shall be installed concurrently with the road improvements that include such medians as described in Section 3.9.
Department	Engineering and Planning - Condition the SUBD and DRPs. Review IMP plans to ensure inclusion of sidewalks and landscaping per Section 3.8.3. Check plans for design compliance. Parks and Recreation Department - Review and approve construction documents and project acceptance for open space parcels.
Status	One last section of Sierra College Blvd remains to be landscaped – staff will reach out to Elliot Homes to schedule completion. **Completed – 10/25/18**
Section	**3.8.5**
Title	Landscape Setbacks
Obligation	Landowner shall establish landscape setbacks consistent with Plan setbacks to be measured from the back of curb, except along intersections, but turnouts, turn lanes, etc. which may encroach into the landscape setback
Department	Planning Condition SUBD/DRP.
Status	Obligation Complete
Section	**3.8.6**
Title	Bike Trails
Obligation	Landowners to install sewer maintenance roads to also serve as bike trails
Department	Engineering, Planning Check plans for design compliance. Environmental Utilities and Parks and Recreation Department Review and approve construction documents and project acceptance.
Status	Miners Ravine bike trail complete. False Ravine bike trail is complete. Bike Trail Easement dedicated on February 22, 2008 (APN: 455-010-022, -047, -048) (Doc.# 2008-0013315-00) Obligation complete
Section	**3.8.11**
Title	Light Rail Funding
Obligation	Landowner shall participate in fair share City-wide funding mechanism for the extension and operation costs of light rail into City.
Department	Transportation: Develop a funding mechanism and adopt an ordinance to collect it.

Status	Obligation Complete – no plans for light rail
Section	**3.9**
Title	Phased Improvements Amendment #2 – Ord. #3561 Amendment #4 – Ord. #4341
Obligation	Plan area is divided into 4 phases, the second phase of which is divided into 2 sub-phases. Refer to 3.9 for each phasing obligations (Page 29). 2nd amendment: section 3.9.2B (Phase 2A sewer) – move sewer improvements from phase 3 to phase 2A 4th amendment: Section 3.9.5.E (Phase 4 Bike Trails) – parcels 60 & 61 acquired by the PCFCD. The entitled reimbursement of the bike trail from the neighborhood park fees will be provided to who built out the trail.
Department	Engineering Division
Status	Obligation Complete
Section	**3.10.3**
Title	Wildland Fire Plan
Obligation	Landowner shall prepare a wildland fire plan.
Department	Fire Department - Fire to review and approve wildland fire plan prior to TM approval.
Status	Wildland Fire Plan has been implemented. Obligation Complete.
Section	**3.16**
Title	Additional dedications and easements
Obligation	Landowner shall provide dedications and easements needed to develop property as well as those dedications and easements needed by other property owners in plan area to develop their property.
Department	Engineering, Parks, Environmental Utilities, Electric Condition DRP's and Subdivisions
Status	Easements and dedications were granted as part of the LLM final map process, which recorded on 9/27/00 (Res. 00-407). Credit for TMF fees in the amount of $1,782 have been applied to parcels north of Miners Ravine. Obligation Complete
Section	**3.17.1**
Title	Service Districts Amendment #4 – Ord. #4341
Obligation	Landowner consents to and shall cooperate in forming a Mello-Roos Community Facilities District prior to the issuance of the fist building permit within the planning area. 4th amendment: Section 3.17.3.C (Service Districts obligations) – Landowner acknowledges that Lot H of Parcel 53 designated as open space will be maintained by the Service Districts as part of the open space areas within the plan area and that Lot C of parcel 53 designated as private open space will be maintained by Landowner to parcel 54, including any HOA that may be formed by landowner to parcel 54.
Department	Finance
Status	Obligation complete-Stoneridge CFD No. 1 formed
Section	**4.2.2**
Title	Reimbursement by City Amendment #2 – Ord. #3561
Obligation	Landowner entitled to reimbursement for improvements to Roseville Parkway; bike

	trails; and from TMF fees. 2nd Amendment: Landowner required a portion of the neighborhood park fees to pay for bike trail improvements.
Department	Engineering, Parks and Recreation Department - Review reimbursement requests and forward to Finance. Finance - provide reimbursements
Status	Reimbursements to be provided on a quarterly basis for improvements to Roseville Parkway. Obligation Complete. Bike Trail reimbursements given upon COC.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

Section	**2.2**
Title	Vested Entitlements Amendment #1 – Ord. #3344 Amendment #2 – Ord. #3561 Amendment #4 – Ord. #4341
Obligation	~~SF, Low Density Residential: 1199 units on 317.7 acres~~ ~~MF Residential: 230 units on 11.5 acres~~ ~~SF, Low Density Residential: 1059 Units on 301.6 acres~~ ~~SF, Low Density Residential: 1059 Units on 300.4 acres~~ SF, Small Lot, Low Density Residential : 1071 units on 297.7 acres ~~SF, Medium Density Residential: 140 Units on 14.9 acres~~ SF, Medium Density Residential: 149 Units on 14.6 acres MF Residential: 230 Units on 12.7 acres ~~BP: 8.7 acres~~ P/QP: 9.75 acres ~~Park: 22.6 acres~~ Park: 23.9 acres ~~Open Space: 87.7 acres~~ ~~Open Space: 88.9 acres~~ Open Space: 90.9 acres
Department	Planning Division
Status	Ongoing Obligation
Section	**2.6.1**
Title	Affordable Housing Amendment #1 – Ord. #3344
Obligation	Landowner shall develop 14 units affordable to low income purchasers on Parcels 22 and 46 (7 units each); and 71 units affordable to middle income purchasers on Parcels 22, 46 and 47 (30, 24, 17 units respectively. Lot 54 shall provide 69 units affordable to middle income purchasers.
Department	Housing Department - Add AHDA as Conditions of Approval to SUBD. Execute affordable housing development agreements and ensure consistency with section 2.6 through 2.6.1.D
Status	Housing staff will enforce the affordable purchase housing obligations as development

	occurs. I believe that the affordable parcels have changed from what was previously noted above. Below is what has been recorded and matches the current SRSP on the web: City entered into APHDA on 9/2/04 for parcels 16 and 17 (Vista Oaks) - **completed** City entered into APHA 8/17/16 for parcel 54 (Veranda by Elliott) ongoing City entered into ARHDA in 2000 for units on parcel 21 (Silver Ridge) **completed** City entered into ARHDA in 2002 & APHDA in 2004 for units located on parcel 23 (The Phoenicians) ongoing **Ongoing obligations for Parcels 54 and 23 only**
Section	**2.6.1.D**
Title	Transfer/Satisfaction of Affordable Obligation (see section 2.6.2.A) Amended #1 - Ord. #3344
Obligation	Landowner's obligation to provide affordable purchase housing may be transferred to another parcel but such transfer shall be memorialized.
Department	Housing Department - Review request and execute an instrument memorializing agreement.
Status	Provision not yet applicable. The landowner has not requested a transfer of affordable units. Ongoing Obligation
Section	**2.6.1.E**
Title	Facilities District Allocation to affordable purchase Parcels
Obligation	Special tax allocation to affordable purchase units within Parcels 22, 46 and 47 not to exceed 50% of allocation to balance of units on parcel.
Department	Finance - Ensure Services District allocation is consistent with Section 2.6.2.C. Housing Department - Maintain list of affordable units on May 1 of each year and forward copy to Finance.
Status	Service District has been established. No affordable units constructed at this time – 3 out of the 4 parcels have completed their affordable units. **Parcel 54 is under construction. Ongoing Obligation**
Section	**2.6.2**
Title	Multi-Family Affordable Rental Units
Obligation	Landowner shall provide 58 units for very low and low income renters on Parcel 40.
Department	Housing Department - add ARHDA as condition of Approval to DRP. Execute affordable housing development agreement and ensure consistency with sections 2.6.2 through 2.6.3.
Status	Stoneridge Apartments was developed on Parcel 40 although no units were designated as affordable. **The affordable rental component was transferred to The Phoenician Apartments, Parcel 23 Obligation ongoing as all units at the Phoenician were not built out.**
Section	**2.6.2.C**
Title	Facilities District Allocation to affordable purchase Parcels
Obligation	Special tax allocation to affordable purchase units within Parcel 40 not to exceed 50% of allocation to balance of parcel
Department	Finance - Ensure Services District allocation is consistent with Section 2.6.2.C. Housing - Maintain list of affordable units on May 1 of each year and forward copy to Finance.
Status	Service District has been established. **No affordable or low-income units have been built at this time.**
Section	**3.2.1**
Title	Dedication of Parks and Open Space Amendment #4 – Ord. #4341
Obligation	Landowner shall dedicate 110.3 acres for parks and open space.
Department	Parks and Recreation Department - Accept park Parcel 37 upon dedication and accept

	park Parcels 29, 44, 45, 48 and 56 after development of park. Initiate conveyance procedure with Planning Department. Planning Department - Implement conveyance.
Status	IOD's for parks and open spaces are being provided with approval of large lot maps. Park Parcel 45 (APN 455-010-037) dedicated to the City on Feb 3, 2006 (Doc# 2006-0012492) Park Parcel 48-David Uribe Park (APN: 455-010-040) dedicated to the City on April 10, 2006 (Doc#2006-0038445) Park Parcel 29 (APN: 455-010-004 & -044) dedicated to the City on July 30, 2007 (Doc #2007-0074854-00) Open Space Parcel 25 (APN: 455-010-032) dedicated to the City on August 17, 2007 (Doc. #2007-0081424-00) Open Space Parcel 31 (APN: 455-010-033, -034, -43) dedicated to the City on August 17, 2007 (Doc. #2007-0081425-00) Open Space Parcel 44 (APN: 455-010-036) dedicated to the City on August 17, 2007 (Doc. #2007-0081426) Park Parcel 37 (APN: 455-010-039) dedicated to the City on August 17, 2007 (Doc. #2007-0081427) **Parcel 56 (turn-key) is yet to be designed and constructed.** **Landowner to dedicate Lot H of parcel 53 designated as Public Open Space upon recordation of the final large lot map for parcels 51 through 57.**
Section	**3.2.2**
Title	Payment of Park Fees for Construction
Obligation	Landowner pays City's neighborhoods and citywide park fees to fund construction of specific park sites, park improvements and bike train improvements and the provision of advance funding for the reconstruction of the Miner's Ravine Bike Trail.
Department	Parks and Recreation Department
Status	Ongoing Obligation
Section	**3.2.3**
Title	Construction of Park Improvements
Obligation	Landowner shall design and install park improvements for Parcels 44, 45, 48 and 56 and initial improvements of Parcel 29. The City shall design and install improvements on Parcel 37 and remainder of Parcel 29. Landowner to provide personal guarantee to City to ensure design and construction of parks for Parcels 44, 45, 48 and 56. Complete
Department	Building Withhold BP if identified thresholds are not met. Notify Parks and Recreation Department of permit activity.

	Parks and Recreation Department Approve park design and construction documents by thresholds identified. Coordinate with Building on permit activity and enter fees. Engineering Review frontage improvements and street layout. Ensure improvements for Parcel 44 and 29 and include with improvement plans for Phase 2A and 3, respectively. Attorney Approve form of personal guarantee for park construction.
Status	Park Site 45 and 48 constructed as turnkey parks opened and dedicated in 2005. Park Parcel 45 (APN 455-010-037) dedicated to the City on Feb 3, 2006 (Doc# 2006-0012492) Park Parcel 29 (APN: 455-010-004 & -044) dedicated to the City on July 30, 3007 (Doc #2007-0074854-00) **Parcel 56 (turn-key) is yet to be designed and constructed. Attorney: Form of personal guarantee for park construction will be evaluated at time of park development agreement. Ongoing obligation.** Parcel 37 is complete and operational. Parcel was deeded in 2008.
Section	**3.2.5**
Title	Park Fees credits and reimbursements Amendment #2 – Ord. #3561 Amendment #3 – Ord. #3677
Obligation	Landowner entitled to reimbursement from neighborhood park fee for certain bike trail improvements. Establish park fee, including credits to neighborhood park fee. Park fee shortfall if parcel is developed with less than 90% of allocated units. (see 4.2) <u>2nd Amendment:</u> Except for bike trail improvements to be located within the False Ravine over the existing sewer line, Parcel specific bike trail connections are not included in the park financing plan. The landowner shall be reimbursed the construction costs per 3.2.5. <u>3rd Amendment:</u> Landowner agrees to pay the revised Neighborhood Park fees of: SF=$1,344; and MF=$896.
Department	Parks and Recreation Department - Coordinate reimbursements with finance (see 4.2.2.b) and annual fee adjustment. Track bike trail reimbursements from neighborhood park funds. Building - Collect fee. Planning - Review TM and coordinate with parks an agreement to adjust the park fee for shortfall.

	Transportation - Review and approve bike trail improvements and budgets.
Status	The Finance Dept. reviews park fees and bike trail fee for appropriate annual increases. As bike trails are developed – reimbursements will be given to appropriate landowner. Neighborhood Park fees increased due to shortfall and as required in 2nd Amendment. 3rd Amendment increased Neighborhood Park Fees. Reimbursements paid upon COC. Park Fees being paid with BP.
Section	**3.4.2**
Title	On-Site Electric Utility Improvements
Obligation	Landowner will construct or finance construction of on-site electric distribution facilities.
Department	Electric Upon receipt of approved Improvement Plans, prepare final on-site electric designs
Status	On-site electrical improvement designs will be final as improvements plans are submitted to the Electric Dept. for review.
Section	**3.4.6**
Title	Electrical Efficiency
Obligation	Landowner shall use residential air conditioning units that have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum Federal Regulations.
Department	Building - Verify SEER rating during Plan Check.
Status	Prior to issuance of BP, SEER are being verified.
Section	**3.5.2**
Title	Other Agency Approval
Obligation	Landowner shall obtain all permits & agreements required by other agencies having jurisdiction over drainage, water quality or wetlands. Landowner shall prepare & implement a Storm Water Pollution and Prevention Plan (SWP3).
Department	Engineering - Check for RWQCB, ACE, & CDFG permits prior to approval of Drainage plan. Condition tentative maps.
Status	Ongoing Obligation for SWPPP's on home construction
Section	**3.6.1**
Title	Financing of Water Facilities
Obligation	Landowner, Payment of water connection fees. Within pressure zone 2 landowner to be charged fee as urban reserve under the City's tiered fee schedule. If PCWA serves pressure zone 3, landowner to pay applicable PCWA fees.
Department	Environmental Utilities - Adopt fee ordinance if necessary and enter fees. Building - Collect water connection fees and proof of payment for applicable PCWA connection fees.
Status	A Special Benefit Water Area was established for the property within pressure Zone #2. The fee is being collected upon issuance of BP.
Section	**3.6.2**
Title	On-site Water Lines
Obligation	Landowner shall provide on-site improvements to the water system including mains, pressure reducing stations, and flow monitoring stations.
Department	Environmental Utilities Review of improvement plans and condition SUBD.

Status	Subdivision maps are being conditioned and improvement plans are reviewed by the Environmental Utilities Dept. to ensure adequate water pressure is provided. Ongoing obligation
Section	**3.6.3**
Title	Water System Sequencing
Obligation	Water system will be incrementally constructed so that extensions into neighborhoods will be completed with development of each neighborhood.
Department	Environmental Utilities Condition the SUBD.
Status	Subdivision maps are being conditioned to ensure that water systems extensions and looped water systems will be provided. Ongoing obligation
Section	**3.6.4**
Title	Public Utility Easement
Obligation	Landowner shall grant non-exclusive public utility easements for maintenance purposes complying with the City's Improvement Standards.
Department	Environmental Utilities, Electric, Engineering Condition the SUBD. City to accept easements.
Status	Subdivision maps are being conditioned to ensure adequate public utility easements are being granted for maintenance purposes. Ongoing obligation
Section	**3.6.7**
Title	Water Softeners
Obligation	No water softeners allowed except those approved by EU Director. Landowners shall include prohibition of water softeners in the property CC&R's if CC&R's are recorded.
Department	Environmental Utilities - Condition SUBD maps and review requests for water softeners. Attorney - Insure inclusion in CC&R's.
Status	Maps are being conditioned. Prior to finaling SUBD maps Eng./Atty's will review CC&R's to ensure the inclusion into CC&R's. Ongoing obligation
Section	**3.7**
Title	Sewer Improvements
Obligation	Landowner shall provide sewer improvements for each phase of the plan in accordance with section 3.9, and pay sewer connections fee.
Department	Environmental Utilities - Condition SUBD/DRP to pay the fee. Review improvement plans for conformance with Development Agreement. Enter relevant fees. Building - Collect fee
Status	Subdivision maps are being conditioned to pay fees - fees will be collected prior to the issuance of BP – Ongoing obligation
Section	**3.7.4**
Title	Sequencing of Wastewater Improvements
Obligation	See section 3.9 for phased improvements
Department	Environmental Utilities
Status	Subdivision maps are being conditioned to ensure that wastewater systems extensions and outfall will be provided. Ongoing obligation.
Section	**3.8.9**
Title	Master Plan Funding
Obligation	Landowner shall participate in fair share of city-wide funding mechanism for the updates of the City's Bikeway Master Plan and Long Range Transit Master Plan.
Department	Transportation Develop funding mechanisms and adopt ordinances to collect it.
Status	No funding mechanisms have been established.

Section	**3.8.10**
Title	Transportation Systems Management (TSM)
Obligation	Landowner shall comply with the City's TSM
Department	Transportation Condition DRP's and MPP's, approve TSM plans.
Status	Ongoing Obligation - Transportation Systems Management plans are implemented as each non-residential development proposal is submitted and reviewed.
Section	**3.10.1**
Title	Fire Tax
Obligation	Landowner shall pay the Fire Service Construction Tax.
Department	Building Collect established fire tax fee.
Status	Ongoing obligation - Fess are being paid upon issuance of BP.
Section	**3.10.3**
Title	Wildland Fire Plan
Obligation	Prepare a comprehensive Wildland Fire plan for the entire plan area, subject to the review and approval of the Fire Department.
Department	Fire Department
Status	Ongoing obligation as new homes are constructed.
Section	**3.10.4**
Title	Library Facilities
Obligation	Landowner shall pay fair share of the cost of Library facilities or other equitable financing mechanism for the provision of library services.
Department	Library - Establish a fee and adopt an ordinance to collect fee. Building - Collect library fee.
Status	The public facilities fee includes funding for any public facility (i.e. libraries). Ongoing obligation
Section	**3.11**
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, hazardous materials. In addition parcels 43, 45, 48, 56 and portions of parcels 29, 37 and 36 shall be free of wetlands.
Department	City Manager: Implement conveyance procedure. Attorney, Parks and Recreation Department, Fire and Planning: Ensure properties are free of restrictions and wetlands.
Status	Park and Open Space parcels being dedicated as requested. Park Parcel 56 has yet to be developed and dedicated. Attorney: Evaluation of restrictions/wetlands done at time of conveyance. Ongoing obligation.
Section	**3.12**
Title	EIR Mitigation Measures
Obligation	Landowner shall perform all mitigation measures contained in the Plan EIR, which are identified as responsibility of Landowner.
Department	Engineering and Planning: Condition development projects.
Status	Projects are being conditioned and reviewed for compliance with EIR mitigation measures. Future mitigation plans should be submitted in an electronic format that can be entered into the City's Mitigation Database. Ongoing obligation.
Section	**4.2.1**
Title	Credits Against Fees

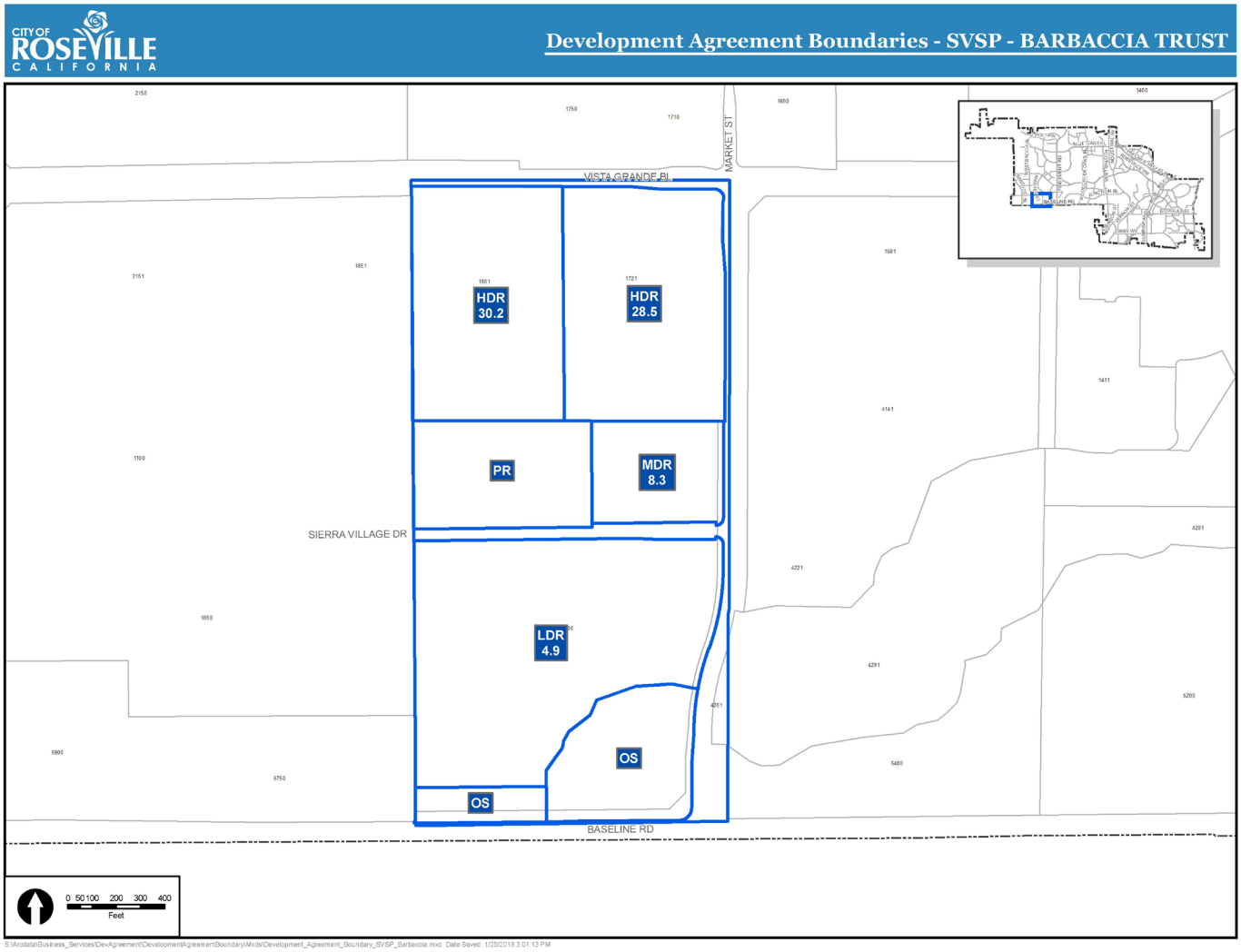
Obligation	Landowner shall be entitled to credits against Park fee for construction of park improvements; credits against TMF for construction of listed non-frontage improvements; and credit against Dry Creek Drainage Mitigation fee for contribution to detention facility.
Department	Parks and Recreation Department - Establish credit for neighborhood park fee. Engineering - Establish credit for TMF fee and enter appropriate fees. Establish credit for Dry Creek Drainage Mitigation fee and enter appropriate fees. Building - Enter and collect fees prior to issuance of BP's. Finance - Include fee credits as applicable when reimbursing landowner fees through CFD.
Status	Park Fee credits incorporated into fees that are being paid at building permit. No credits provided for Dry Creek Drainage Mitigation Fee. Credit for Traffic Mitigation Fees are currently being provided. Ongoing obligation.
Section	**5.2**
Title	Annual Review
Obligation	City shall annually review compliance. Landowner is responsible for cost to conduct annual review of the Development Agreement.
Department	Development Services Prepare annual Development Agreement review for city council action.
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.**

Name/Landowner	Effective Date	Term	Ordinance Number
Cyril G. Barbaccia Irrevocable Trust	June 18, 2010	30 Years	4830

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**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	**3.14.10**
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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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 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 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	Middle Income Purchase Units
CG-20	44	20

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 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 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
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	**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	Ongoing obligation – This fee is currently due to the City.
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.
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**
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. 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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	**3.5.3.1**
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	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
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. 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 tum 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 Fiddyment 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. 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 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
Status	Ongoing obligation
Section	**3.5.17**
Title	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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 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 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
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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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	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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	Electric Department and Building Division
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. 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	**3.11.7**
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	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; 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**

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

	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, $1,511per 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-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 lA 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 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

	Plan. If insufficient funds are available to reimburse Landowner, Landowner hall 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

	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

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 l, 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.

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 hall 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 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 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 $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 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

	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

	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

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 b**ulk 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

	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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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

	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 Section3.26.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 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 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 thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

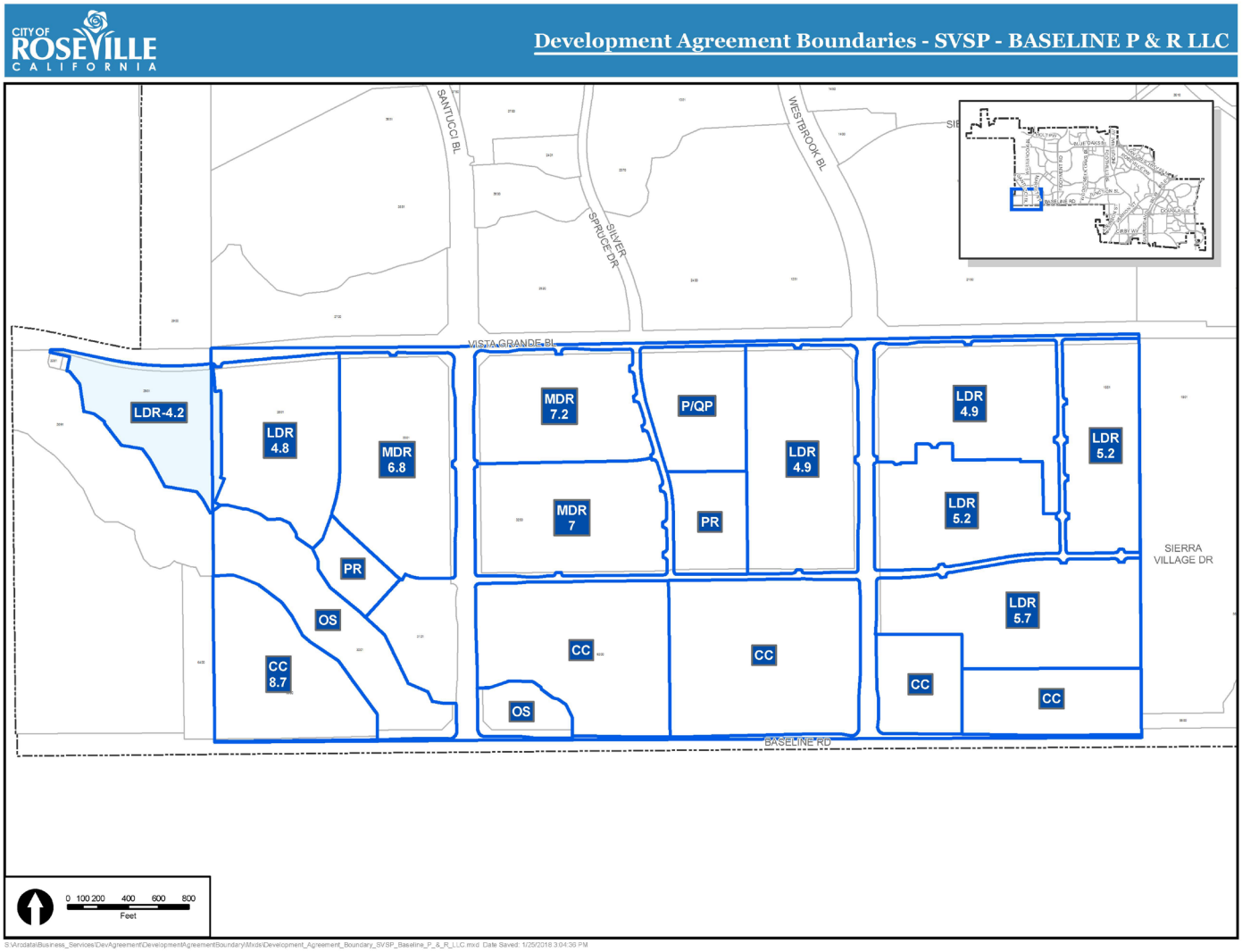
Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
Baseline P&R, LLC	June 18, 2010	30 Years	4831

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**3.14.10**
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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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:

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
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
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). 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. 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	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.
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**
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. 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 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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
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. 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 tum 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 Fiddyment 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. 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
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
Status	Ongoing Obligation
Section	**3.5.17**
Title	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated

	Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection

	Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes

	One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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	**3.5.21**
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	No 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
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 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 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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	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 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 3.17.1of 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 $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	Improvement plans are being conditioned – 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	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 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 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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
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	Electric Department and Building Division
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. 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	**3.11.7**
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	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 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**
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

	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, $1,511per 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 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 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 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 hall 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 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.
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.
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 l, 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 lif t 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.
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 hall 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 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: (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 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 the extent available.
Department	Finance Department
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, 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 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 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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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: (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 Section3.26.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 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	**4.2.7.1**
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 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 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
Development Agreement Implementation Matrix

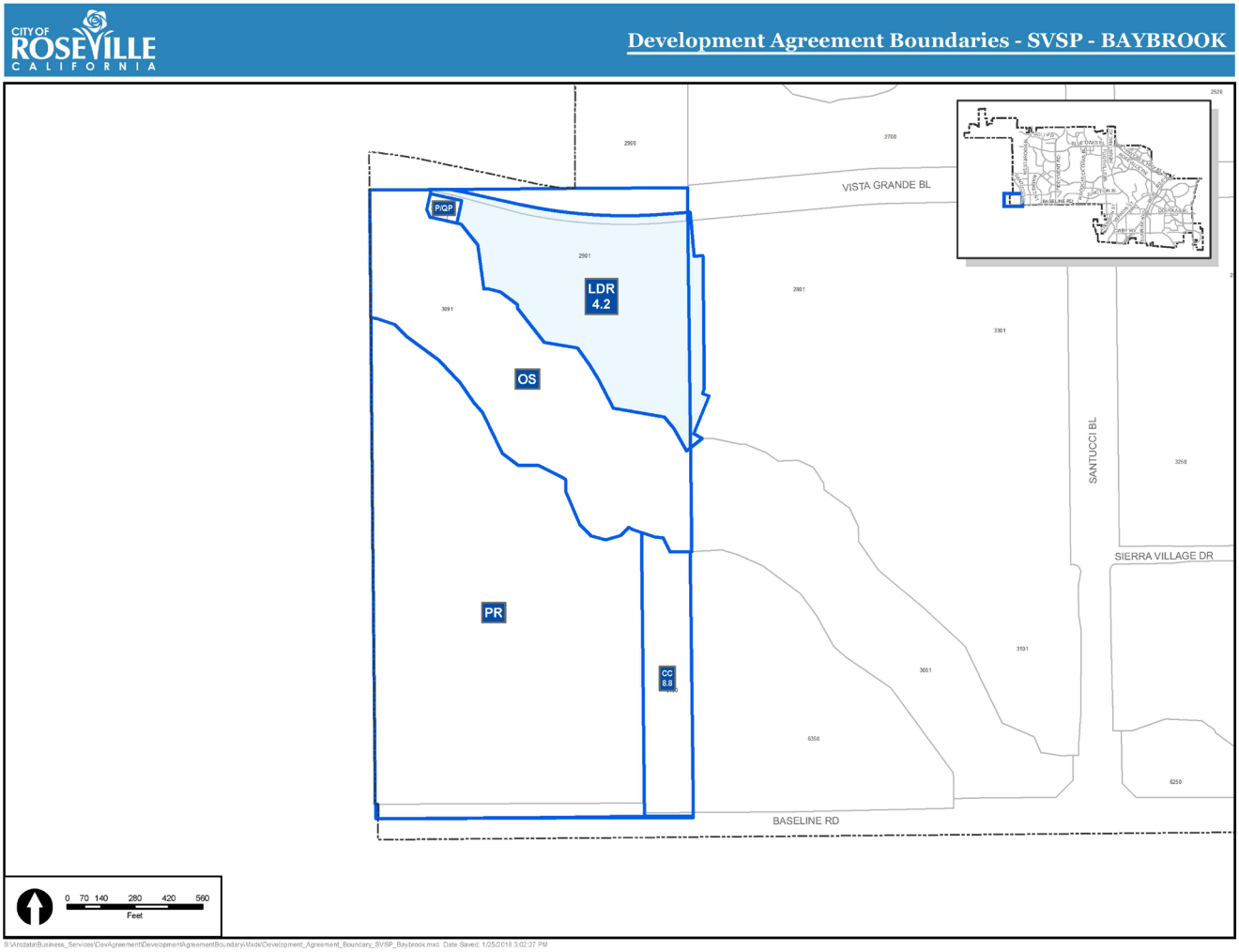
Owner Name: **Baybrook Limited Partnership**
111 West Washington Street, Ste 1525 Chicago, IL 60602

Current Agreement: **Development Agreement by and between the City of Roseville and Baybrook Limited Partnership to the Sierra Vista Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
Baybrook Limited Partnership	June 18, 2010	30 Years	4832

Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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 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	**3.12.10.1**
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
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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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	**2.6**
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	**2.7.1**
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 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 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 Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator ~~and~~
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	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 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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. Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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**
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 locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left tum 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 Fiddyment 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 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**
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
Section	**3.5.17**
Title	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes

	One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier lA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment Tier lA 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier lA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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 lA West Leg: No change from Tier lA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier lA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddyment Tier lA 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N/A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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-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**
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 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 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**

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	Ongoing Obligation
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 (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 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**
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 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, $1,511per 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	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 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 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
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 hall 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
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**
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 l, 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
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 hall 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 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 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 $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 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 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 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 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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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, (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 Section3.26.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 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 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 thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing Obligation

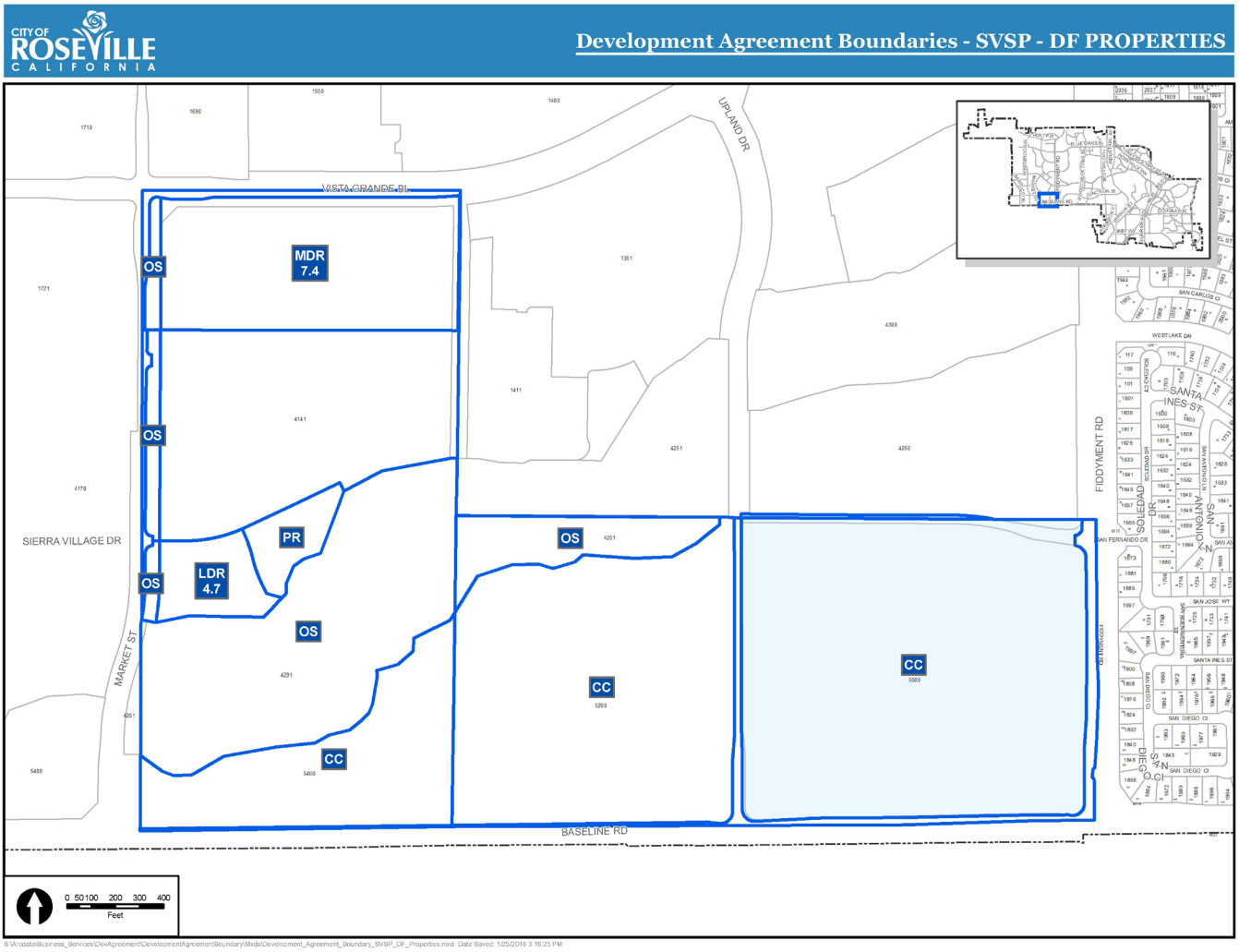
Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix

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.

Name/Landowner	Effective Date	Term	Ordinance Number
DF Properties	June 18, 2010	30 Years	4833

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**3.14.10**
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. Completed.

Development Agreement Obligations Not Complete as of December 2018

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 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 middles 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: DF-20; Total Units in Parcel: 113; Middle Income Purchase Units: 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**
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 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
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	**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	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 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.
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**
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. 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.
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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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	**3.5.3.1**
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 Trans). 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 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 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 tum 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 Fiddyment 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 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**
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	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound)

	South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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 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 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
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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**
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	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; 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 3.12.2.1for 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**
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 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, $1,511per 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	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 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	Mot 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 (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 hall 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 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.
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 l, 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 lif t 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 hall 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 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

	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

	$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

	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 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 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**
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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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.

	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 (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 Section3.26.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 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 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

	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

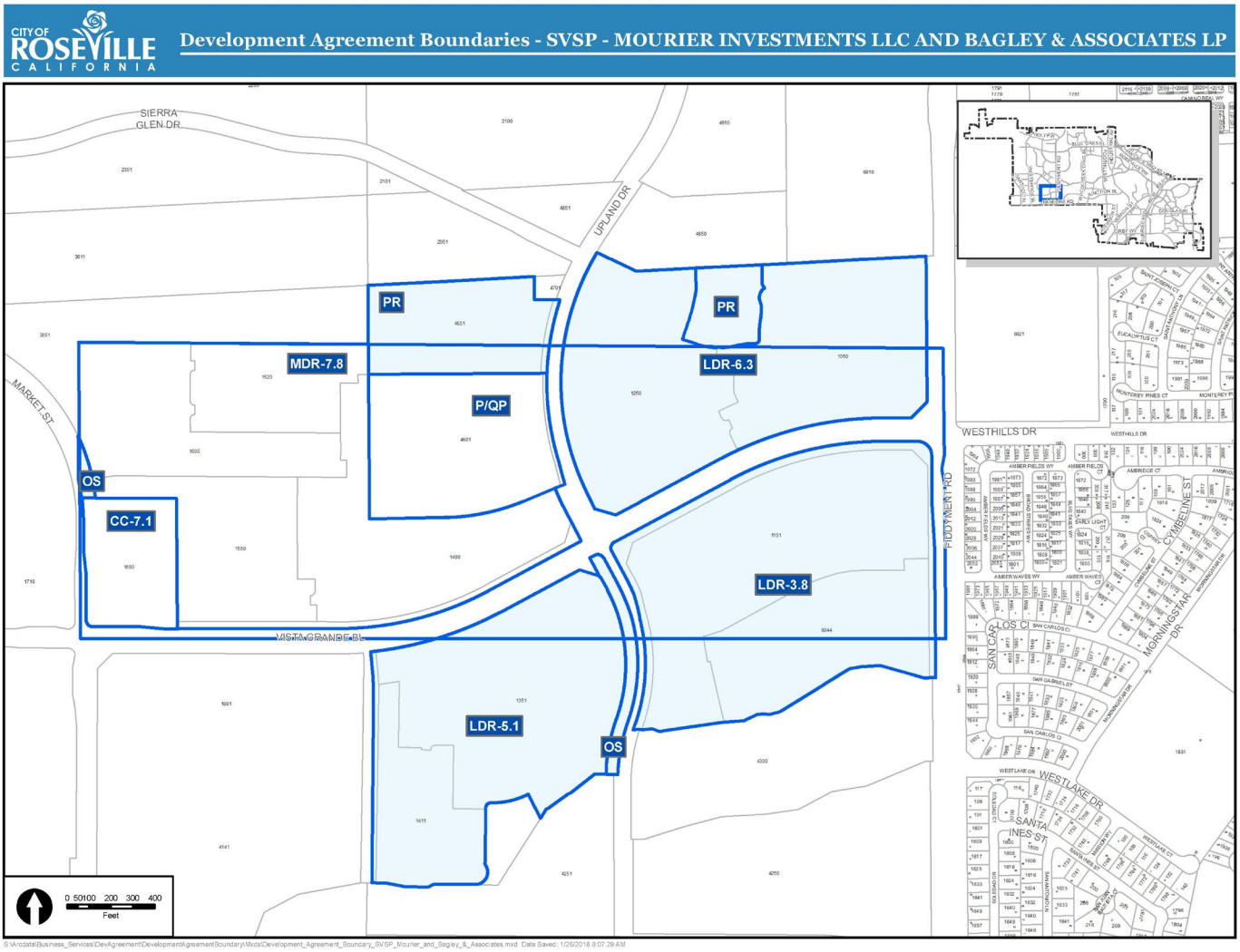
Bagley & Associates, L.P.
2139 S. Camino Real
Washington, Utah 84780

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
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



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**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	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	**3.14.10**
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. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

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
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 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
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 and and 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	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 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 – 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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. Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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 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 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 tum 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 Fiddyment 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 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**
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	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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-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. 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
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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**
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	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
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**
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 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, $1,511per 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	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 lA 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 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 hall 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 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	Open Space Division, 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 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 l, 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 lif t 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 hall 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 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 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 $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 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 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 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	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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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 (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 Section3.26.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 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 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 and Bagley & Associates
Development Agreement Implementation Matrix

Owner Name: **Mourier Investments, LLC**
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

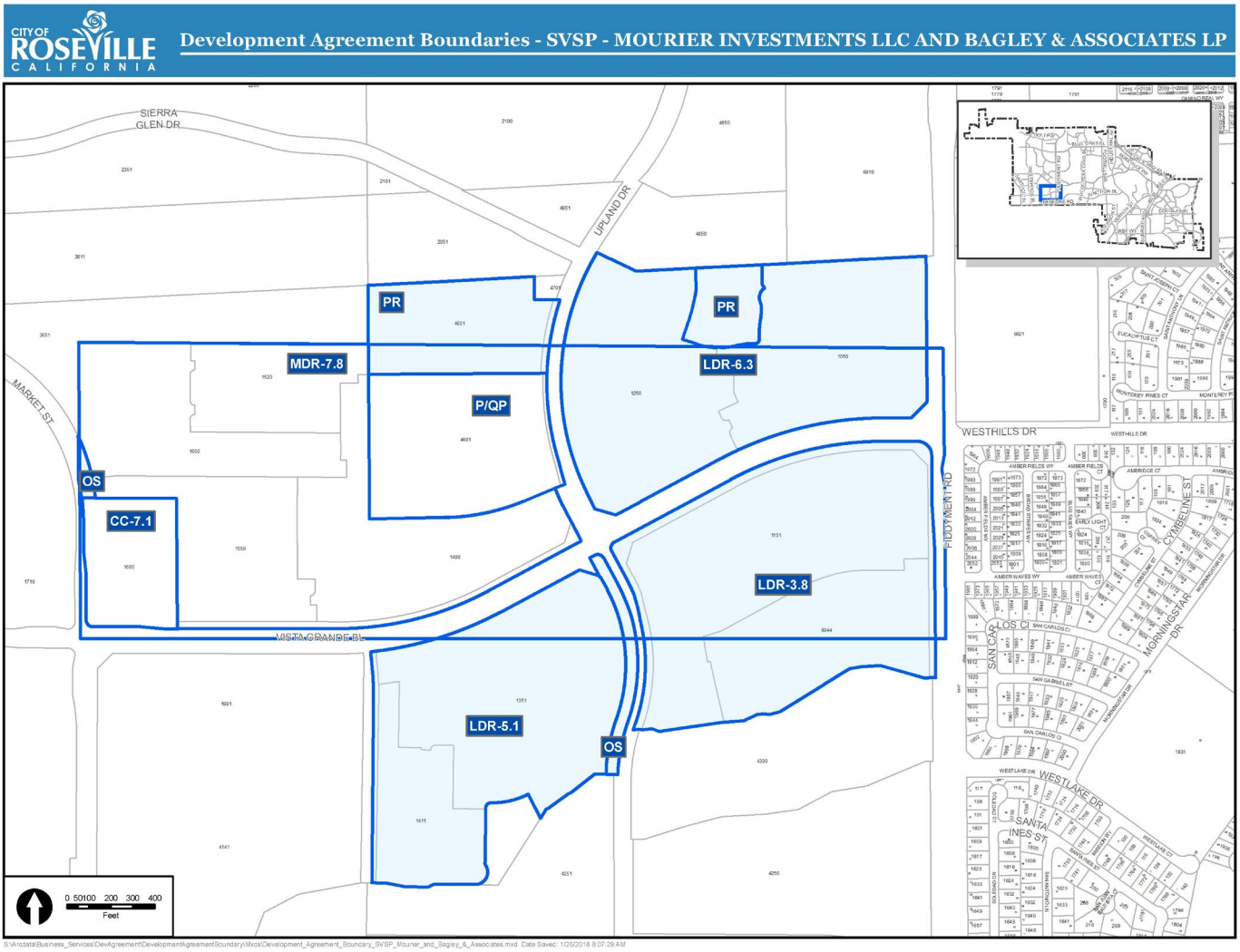
Bagley & Associates, L.P.
2139 S. Camino Real
Washington, Utah 84780

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
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



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**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	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	**3.14.10**
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. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

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
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 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
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 and and 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	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 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 – 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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. Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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 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 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 tum 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 Fiddyment 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 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**
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	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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-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. 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
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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**
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	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
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**
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 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, $1,511per 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	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 lA 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 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 hall 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 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	Open Space Division, 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 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 l, 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 lif t 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 hall 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 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 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 $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 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 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 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	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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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 (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 Section3.26.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 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 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

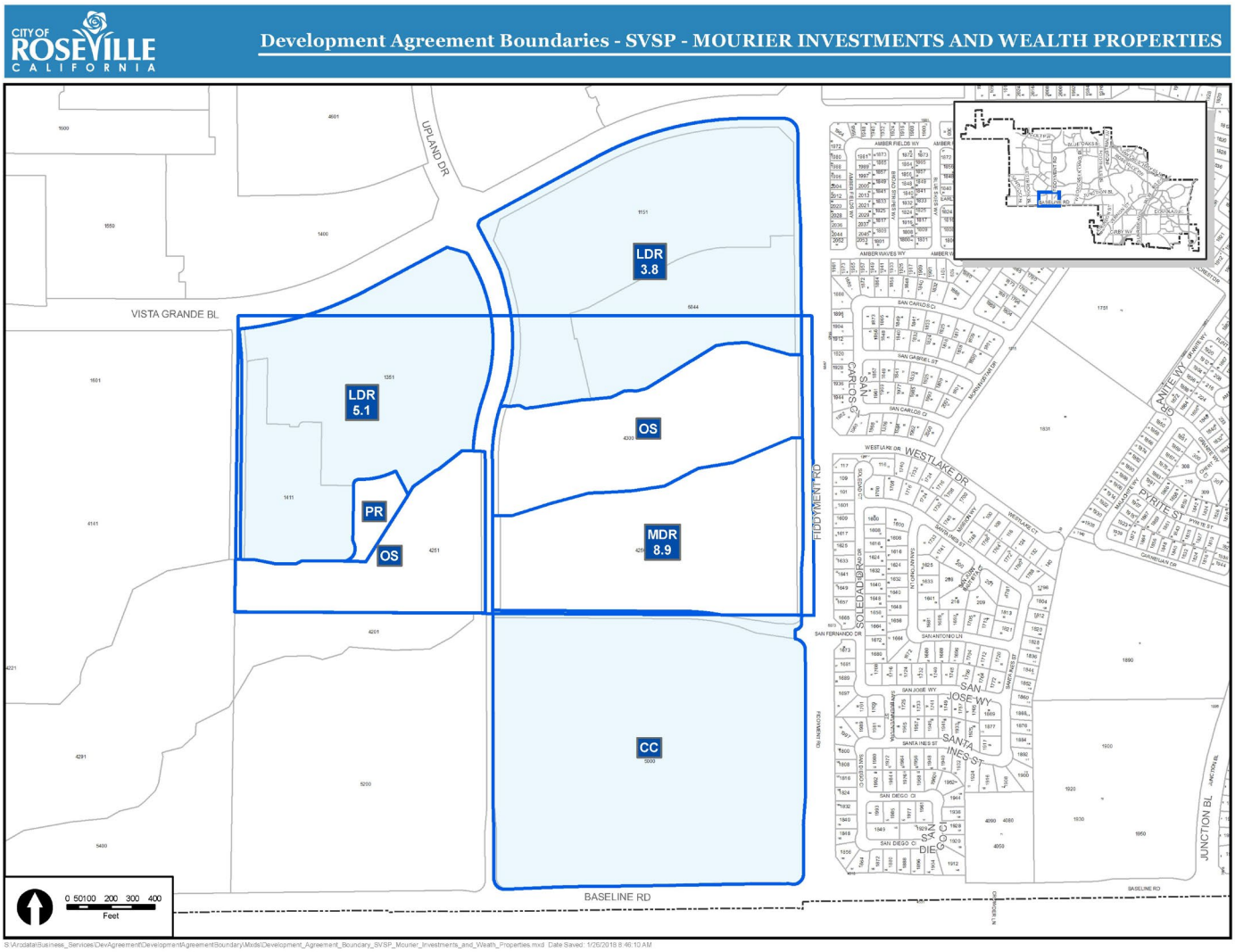
Owner Name: **Mourier Investments, LLC**
1430 Blue Oaks BL., Ste 190
Roseville, CA 95747

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
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



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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 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 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	Complete

Development Agreement Obligations Not Complete as of December 2018	
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 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, 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	**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	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 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. 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 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 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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**
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 locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left tum 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 Fiddyment 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 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 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	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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-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. 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
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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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.

	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	**3.11.7**
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	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), not constructed yet
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 3.12.2.1for 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**
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 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, $1,511per 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	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 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 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 hall 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]M-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 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 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 l, 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 lif t 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 hall 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	**3.16**
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. Completed.
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
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 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

	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.

	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;

	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.

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**
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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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 (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 Section3.26.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 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 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 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

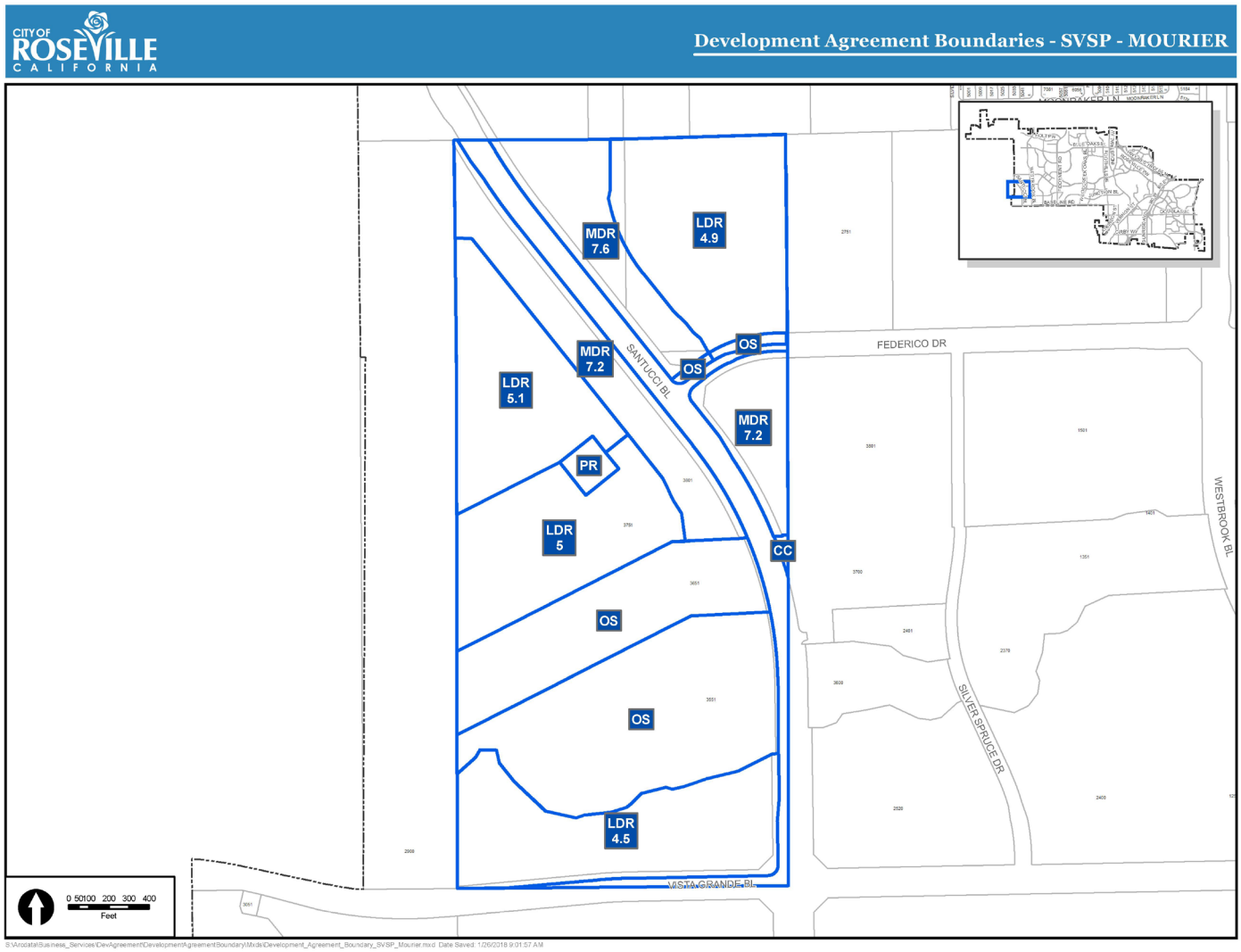
Owner Name: **Mourier Investments, LLC**
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

Current Agreement: **Development Agreement by and between the City of Roseville and Mourier Investments, LLC to the Sierra Vista Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
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



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**3.14.10**
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. Completed.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

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
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 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 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
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 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).
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 and and Environmental Coordinator
Status	Ongoing obligation – Payment Now Due
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	**3.2.1**
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**
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. 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 – 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 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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 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 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 tum 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 Fiddyment 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 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**
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	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts

	the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound)

	West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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 lB 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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 (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
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 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. **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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**
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	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 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. 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**
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 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, $1,511per 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	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 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 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 hall 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 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 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 l, 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 lif t 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 hall 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 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 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 $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 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 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 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**
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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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 (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 Section3.26.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 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 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

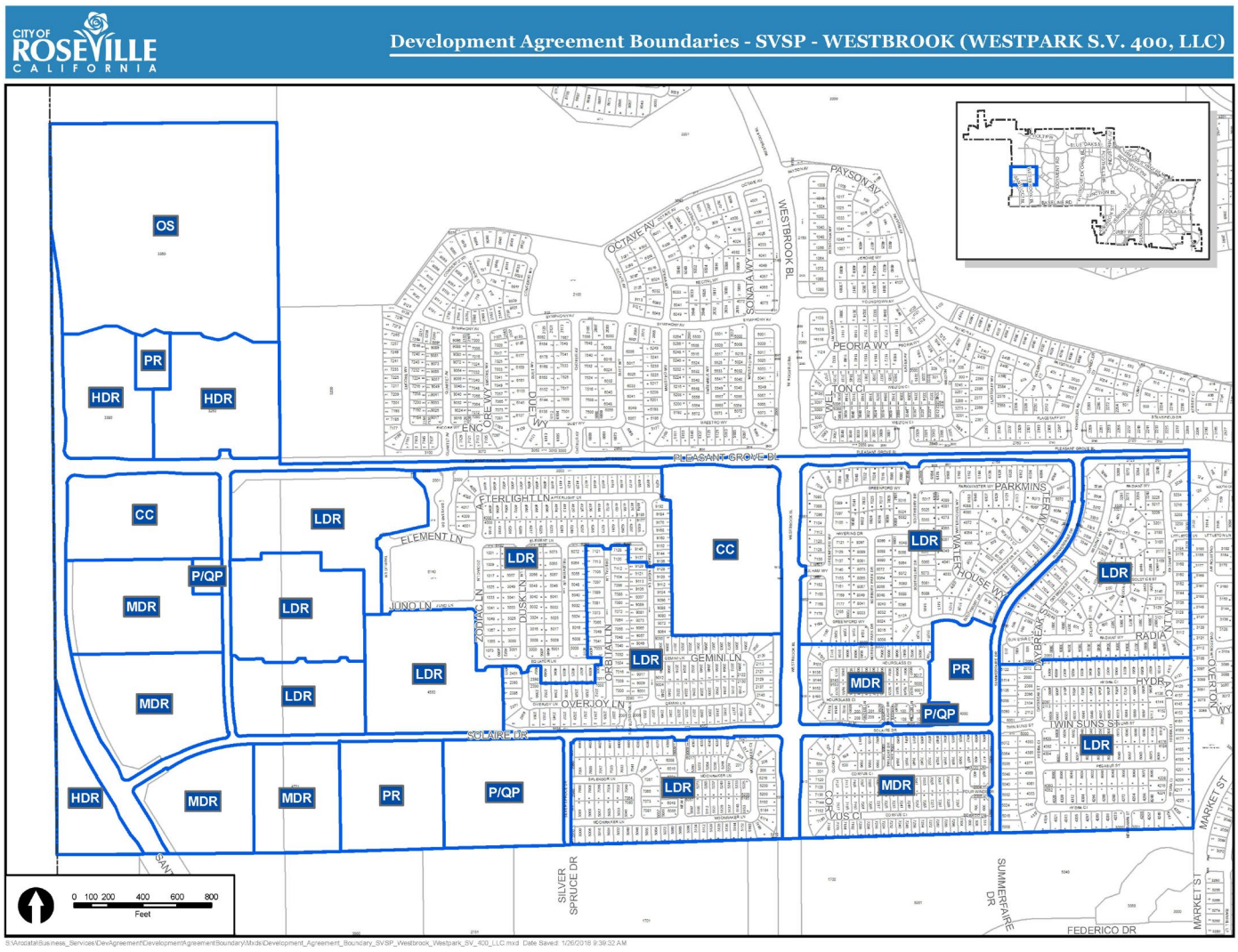
Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
Westpark S.V. 400, LLC	June 20, 2012	30 Years	5079
Amendment #1	May 4, 2016		5681

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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:~~

~~Parcel~~	~~Total Units in Parcel~~	~~Middle Income Purchase Units~~
~~WB-20~~	~~162~~	~~29~~
~~WB-21~~	~~65~~	~~12~~
~~Total~~	~~227~~	~~41~~

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.

Department	Housing Department
Status	Obligation transferred - complete
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:

~~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	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	complete (Alt Trans)
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	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. Completed.
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.
Department	Finance Department
Status	District formed-Obligation complete
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	**3.19.1.2**
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	Obligation complete-District formed

Development Agreement Obligations <u>Not Complete</u> as of December 2018	
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~~ 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	**2.6.1.1**
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	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: Parcel | Total Units in | Low Income | Very Low

		Parcel	Rental Units	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 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 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	**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 and 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	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 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 – 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 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 interco1mect 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 tum lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, tum 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 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 1MF 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. 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. 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-feet 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-feet landscape median and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvement 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 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	**3.5.8**
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 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	**3.5.13**
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 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 3.5.1and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	**3.5.17**
Title	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 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	**3.6.1**
Title	Lift Station Site
Obligation	Landowner shall, at is 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	Ongoing obligation
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	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 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	**3.6.7**
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	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	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. LandoV1rner 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	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 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	**3.8.1**
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 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 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 WI 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 WII 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 easten1edge of the Plan Area at Fiddyment 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 Fiddyment 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 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" \'\Tater 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 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	**3.8.8**
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, 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 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)r 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 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 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	**3.9.3**
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	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 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	**3.10.2.1**
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, 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 improve 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	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 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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	Ongoing obligation
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 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. 111is 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.~~ **Amendment #1** 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 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 th.is 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: 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 l 2kV 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, i n 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	Ongoing obligation
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 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 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), not constructed yet
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 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.~~ **Amendment #1** 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: I. 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 I .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 trail s, 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 3.12.2.1for 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**
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.~~ **Amendment #1** 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 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 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.~~ **Amendment #1** 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.~~ **Amendment #1** 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 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 (Alt Trans)
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.~~ **Amendment #1** 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**
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**
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
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	**3.13**
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	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	Engineering 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	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 l, 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 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	**3.17.1.2**
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 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).~~ **Amendment #1** (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 ll 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 perm it 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. 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. l 7.1 .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 un its 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	District formed-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, Engineering Division 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	Service District formed 12/17/14 (Reso. 14-540). –Ongoing funding 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 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-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 annexed into CFD 3 in 4/16/14 (Annex 18) (Reso. 14-135) – 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 Landowner.
Department	Engineering Division

Status	Ongoing obligation
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 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	Ongoing obligation
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 \!\Tater Conservation Plan, which may include such measures as Smart Timers. 6. 60kV overhead power line easement on Parcels WB-5, \VB-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 trees within the street landscapes as being generally medium to large shade trees, whicl1may 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	Evaluation of disclosures done at time of submittal of CC&R's. 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-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 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 W RSP, 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 f01ih 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 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, whicl1. Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities 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 WI 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 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", "0-1", "0-2", "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 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, 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 P**lacer 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 65865.1of 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 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 - Westpark Federico
Development Agreement Implementation Matrix

Owner Name:

Westpark Federico, LLC
1700 Eureka Rd., Ste 140
Roseville, CA 95661

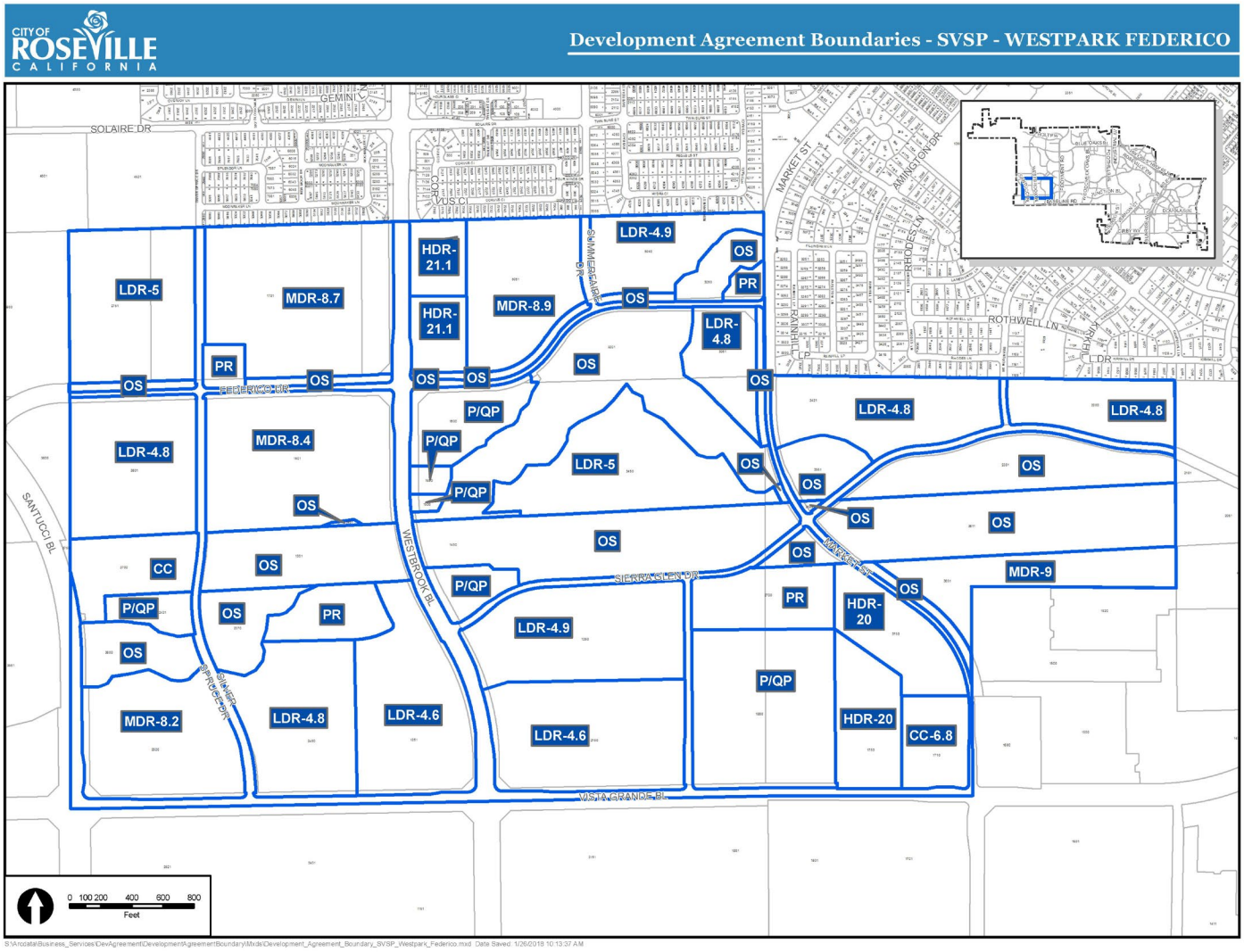
Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
Westpark Federico, LLC Mourier Investments, LLC Federico Tyler Family Limited Partnership	June 18, 2010	30 Years	4831
	Amendments:		
	Jan. 19, 2018		5898

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 Fiddyment 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	**3.5.12**
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	**3.10.3**
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	**3.14.10**
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. Obligation Complete.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

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 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 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**
Title	Affordable Purchase Residential Units
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~~	~~Low Income Rental Units~~
~~FD-30~~	~~86~~	~~86~~	~~43~~	~~43~~
~~FD-31~~	~~86~~	~~86~~	~~43~~	~~43~~
~~Total~~	~~172~~	~~172~~	~~86~~	~~86~~

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	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	**2.7.2.2**				
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 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, 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	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, Finance Department and Open Space Division
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	**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	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 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	**3.2.1**
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	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. • 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 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. 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 tum 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, Fiddyment 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 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) Fiddyment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddyment 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 tum 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 Fiddyment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddyment 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.** Fiddyment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddyment 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 Fiddyment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddyment 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 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. 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 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 tum 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 Fiddyment 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 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	**3.5.13**
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**
Title	Fiddyment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddyment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddyment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddyment 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/Fiddyment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddyment 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/ Fiddyment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements**, which Baseline/Fiddyment 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 tum lane onto Walerga Road (southbound) One right tum lane onto Fiddyment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right tum lane onto Walerga Road (southbound) Double left tum lane onto Fiddyment Road (northbound) North Leg: Two southbound through lanes One left tum onto Baseline Road (eastbound) One right turn onto

	Baseline Road (westbound) South Leg: Two northbound through lanes One left tum onto Baseline Road (westbound) One right tum 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/ Fiddyment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddyment 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/Fiddyment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddyment intersection subsequent to the construction of the Baseline/Fiddyment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddyment Road and Baseline Road, and the Baseline/Fiddyment intersection, including the auxiliary lane at the Baseline/Fiddyment 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/Fiddyment 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-tum lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-tum lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-tum 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-tum lanes in the eastbound direction • Add two thru lanes and remove one right-tum lane in the northbound direction • Add one thru lane and one right-tum 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-tum 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-tum 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-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. 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
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 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 Fiddyment 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 Fiddyment 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

	Fiddyment 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 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 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 3.17.1of 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 $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 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 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**
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 Fiddyment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddyment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
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	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. 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	**3.11.7**
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	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 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 ~~16.4~~ 16.5 acres of active neighborhood parkland, 7.54 acres open space paseo and ~~112.1~~ 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 ~~1.13~~ 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 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; 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 3.12.2.1for 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**
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 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, $1,511per 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	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 lA 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 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 hall 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 twelve parcels:

	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	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 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 l, 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
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 hall 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 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 Amendment #1 – Ord. #5898
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);~~ ~~(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 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); 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 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	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 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 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	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
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 b**ulk 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 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 Fiddyment 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 Fiddyment 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 Fiddyment 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. 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 (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 Section3.26.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 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 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

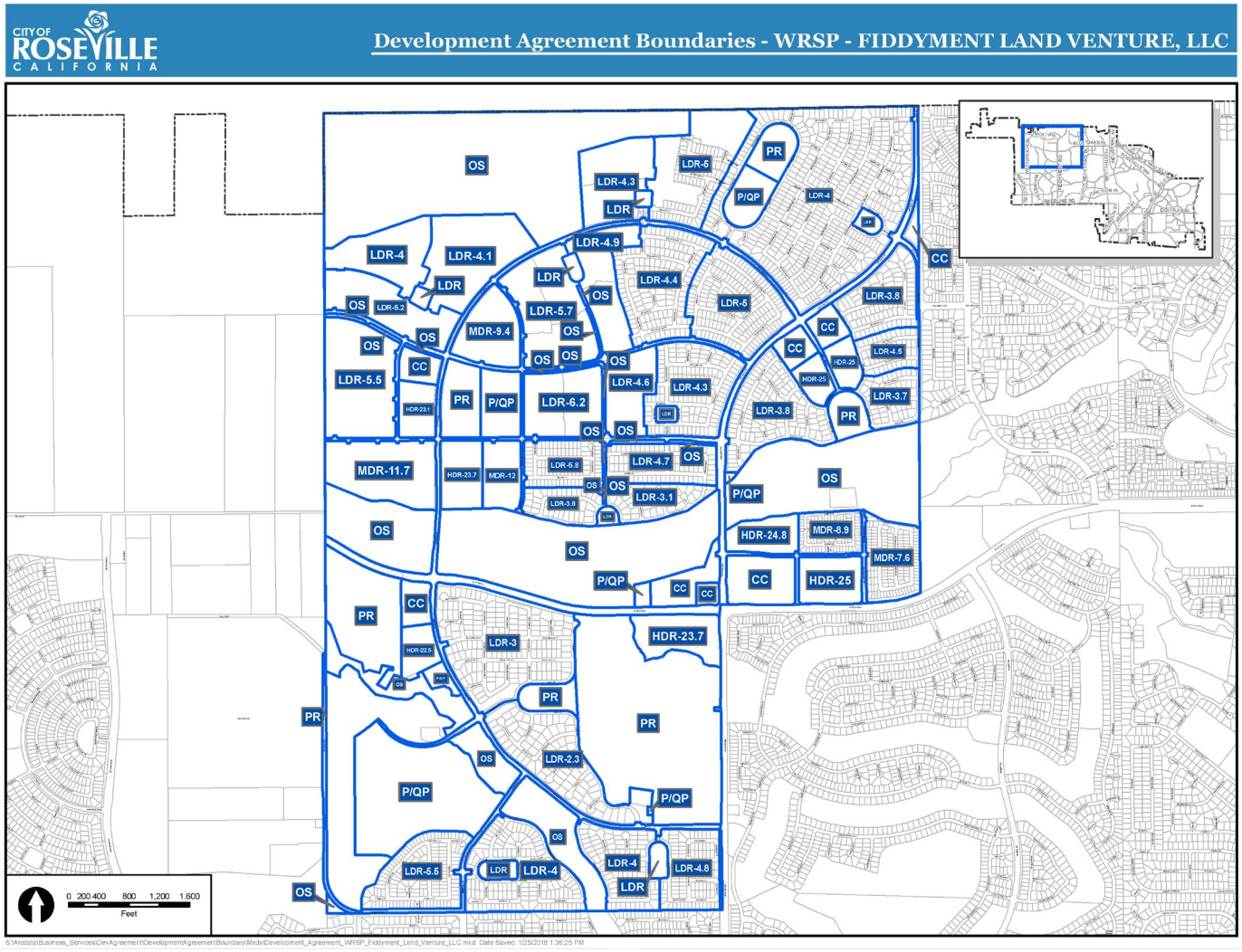
West Roseville Specific Plan - Fiddyment Land Venture, LLC
Development Agreement Implementation Matrix

Owner Name: **Roseville Fiddyment 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 Fiddyment Land Venture, LLC to the West Roseville Specific Plan.**

Name/Landowner	Effective Date	Term	Ordinance Number
Fiddyment 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
Fiddyment Land Venture, LLC	#5 – June 6, 2014		5337
	#6 – Sept. 5, 2014		5385
ATC Realty One, LLC Fiddyment 116 Lots, LLC	#7 – Sept. 15, 2017		5863

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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 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

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, 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	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 Fiddyment 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 Fiddyment 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 Fiddyment property. (Cost allocation: 100% Developer).~~ ~~• Segment 2: Westerly property line of the Fiddyment 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").~~ ~~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 A mend men t 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 O H OR 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 Proper, 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 withii1or upon properties owned by Developer.~~ ~~The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and West park'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.~~ ~~• 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 Fiddyment 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 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 H OR 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 amend men t 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 Fiddyment 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. 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, 2011utilizing 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.~~ ~~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	Fiddyment 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 Fiddyment 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 Fiddyment 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 Fiddyment 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
Status	Section deleted
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.
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 Fiddyment 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**
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 (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 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 Fiddyment Land Venture, LLC, unless the City expressly agrees, in writing, to release Roseville Fiddyment Land Venture, LLC from any of such design or construction obligations under this Section3.12.4.2. 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 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 sha11 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 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. Completed.
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 improvements.

Development Agreement Obligations <u>Not Complete</u> as of December 2018

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~~ **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 – *section deleted* Amendment #6 – Ord. #5337 – *section deleted*
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 Fiddyment Ranch Phase 3 a permanent location for the affordable purchase units shall be identified and~~

	~~designated in the Development Agreement.~~

~~Parcel~~	~~Total Units in Parcel~~	~~Middle Income Purchase Units~~
~~PCL F-16~~	~~224~~	~~46~~
~~PCL F-17~~	~~174~~	~~37~~
~~PCL F-21~~	~~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 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:

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 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~~	~~136~~	~~68~~	~~27~~	~~41~~
~~PCL F-20~~			~~78~~	~~76~~
~~PCL F-22~~	~~110~~	~~44~~	~~22~~	~~22~~
~~PCL F-22~~			~~91~~	~~93~~
~~PCL F-23~~	~~160~~	~~96~~	~~32~~	~~64~~
~~PCL F-24~~	~~200~~	~~86~~	~~46~~	~~40~~
~~PCL F-25~~	~~100~~	~~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) ma y 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 amend men t 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	**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. 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. <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 3.12.7.1 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 Fiddyment 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 Fiddyment 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
Obligation	3.5.4.1 Upon recordation of the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement. 3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets.
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**
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 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 Fiddyment Ranch, in accordance with 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 Fiddyment 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	A light rail funding program has not yet been established by the City – 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 Fiddyment 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**
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 Cow1ty road way 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 A venue (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 Amend men t 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 u nits. Concurrently with the City's approval of a tentative subdivision ma p 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 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 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 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 Fiddyment 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 Fiddyment Road, provide a construction schedule for the improvements to the County Public Works Department. Thereafter, to the extent that coordination with the County can be accomplished without additional cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with the County in the construction of such wastewater conveyance facilities.
Department	Environmental Utilities
Status	Ongoing obligation
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	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 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
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.
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 u n-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 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 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 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 Fiddyment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddyment 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. **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 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 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 Fiddyment 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~~ 203.0acres of park land, ~~6.1~~ 6.7acres of open space paseo and ~~335.2~~ 341.3acres 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; 5. A 91-acre, more or less, portion of the Property for the purpose of Fiddyment 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; 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 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-908 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; 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 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 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 96, 98, 99, and 100 have been constructed. #95 is under consideration for Summer 2018. 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. (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: (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 and 88 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 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 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 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	Rte M Shuttle in service (Alt Trans) – Ongoing obligation
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-68, F-6C, F-8A, F-SB, F-10A, F-108, F-10C, F-118, and F-136 (95 u nits). 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-138, Developer and City shall identify which 95 units within F-138 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 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 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	**3.19**
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 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. 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 Fiddyment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddyment 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 obligation
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 that such parcels do not and will not receive a special benefit from the Maintenance

	CFD.
Department	Finance Department
Status	Ongoing 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 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 Fiddyment Road and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and, in emergency and drought conditions, by groundwater supplies. 5. Recycled water will be used to irrigate parks and landscape setbacks, medians,

	paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead electric lines along the west side of Fiddyment 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. 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 Section2.3 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

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 Section21081.6 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

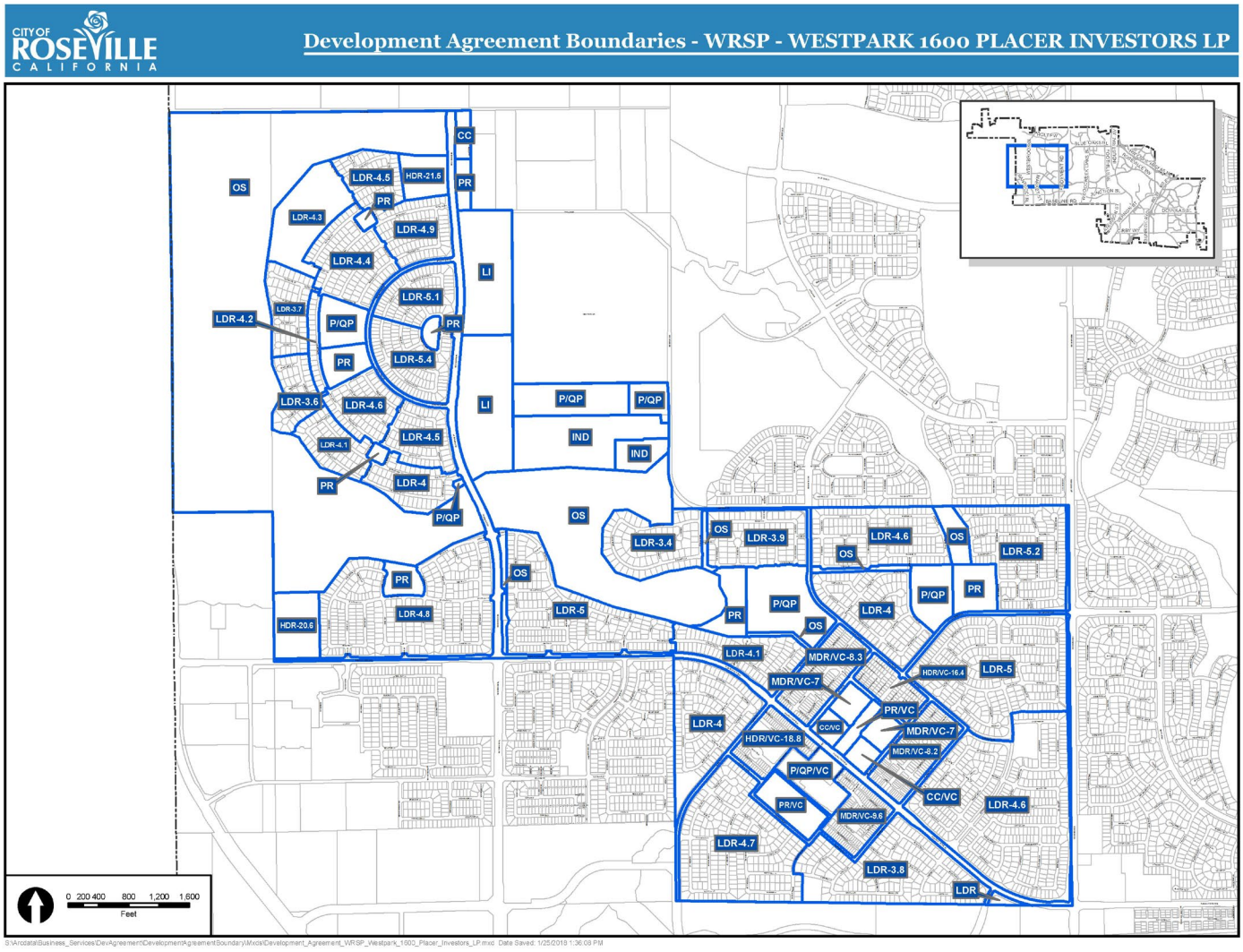
Owner Name: **1600 Placer Investors, L.P.**
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

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.**

Name/Landowner	Effective Date	Term	Ordinance Number
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

Note: Map below indicates property governed by Landowners per the initial Development Agreements



Development Agreement Obligations Complete as of December 2018

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: ~~Parcel~~ | ~~Total Units in Parcel~~ | ~~Middle Income Purchase Units~~ ~~PCL W-16~~ | ~~150~~ | ~~42~~ ~~PCL W-19~~ | ~~155~~ | ~~43~~ ~~Total~~ | | ~~85~~ 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: ~~Parcel~~ | ~~Total Units in Parcel~~ | ~~Middle Income Purchase Units~~ ~~PCL W-19~~ | ~~252~~ | ~~59~~ Such units shall be distributed throughout the parcel.
Department	Housing Department
Status	Section deleted
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. Ongoing Obligation -annual list to be provided to Finance.
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
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 Fiddyment 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 Fiddyment 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 Compete
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.
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 Fiddyment Land Venture, LLC and/or Signature Properties, pursuant to an amendment to that certain development agreement, between the City of Roseville and Fiddyment 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 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	Fiddyment Road Widening
Obligation	Developer and Fiddyment shall be jointly and severally responsible to widen Fiddyment 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 Fiddyment 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 Fiddyment 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 Fiddyment 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.
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 Fiddyment, 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 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 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 Fiddyment 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
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. Completed.
Section	**3.25**
Title	Sun City Homeowners Association Certifications
Obligation	Prior to issuance of the first building permit in the WRSP, Developer and Fiddyment 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 <u>Not Complete</u> as of December 2018

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~~ ~~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~~ ~~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: 2,554 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~~ ~~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 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 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 (I0%) 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.ls 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	**2.6.1.1**
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	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 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 Parcel~~	~~Total Affordable Unit Allocation~~	~~Very Low Income Rental Units~~	~~Low Income 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	232	150	75	75

(senior)				
PCL W-16	250	162	23	139
PCL W-27	170	150	89	61
Total	652	462	187	275

[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 3or 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 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.~~ ~~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 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 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 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
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 Fiddyment 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 Fiddyment 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 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 Fiddyment 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 3.5.3.1for 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 Fiddyment 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 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 Fiddyment proper ty 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 u nits 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 Road Fee without amend men t 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 road way 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 1in 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 Fiddyment 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 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 Fiddyment 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 Wastewater Treatment 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, striping, 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, 2011utilizing the figures in Scenario 1in 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.
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 Fiddyment 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 Fiddyment 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 Fiddyment 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 Fiddyment property. (Cost allocation: 100% Fiddyment).~~ ~~• Segment 2: Westerly property line of the Fiddyment 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% Fiddyment).~~ ~~• 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 TM F 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 M OR 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 u nits 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 Fiddyment'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 Fiddyment 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 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 Fiddyment 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 Fiddyment 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 Fiddyment property. (Cost allocation: 100% Fiddyment). • Segment 2: Westerly property line of the Fiddyment 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% Fiddyment). • 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 3and 4 (excepting the cost of 22 feet of pavement in Segments 3and 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 $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 Fiddyment'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 Sections3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddyment 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. • 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 Fiddyment 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 Westside Drive in Phase 4. City and Developer shall use reasonably 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, 2011on 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.lof 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 tum 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	3.5.4.1 **Upon recordation of either the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way** shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement.

	3.5.4.2 **Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City**, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets, including those within the Village Center.
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
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 W RSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.~~ 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 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 Fiddyment, 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, 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	A light rail funding program has not yet been established by the City
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 Fiddyment 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 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 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**: W-30 Community Commercial 3.0 net acres W-50e Park 3.1 net acres 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.
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 311 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 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
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 hen 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 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 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°/o 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 3of 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 3of 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
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 3of 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°/o 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°/o 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°/o 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 3and Phase 4 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 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 3and 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
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
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 Fiddyment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddyment 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-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 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 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 Fiddyment 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 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, 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:~~ ~~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 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-51shall 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.~~ ~~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 1.21net 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 3.11net 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 1.5acre, 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, 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.~~ **Amendment #8** 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 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 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 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 Fiddyment. 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 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:~~ ~~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, 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.~~ ~~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-13BI, 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. 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 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**
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 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 f**ee 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**
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 3.5.1of 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
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"). The improvements and facilities that may be constructed and/or acquired with Project CFD funds are listed in Exhibit "HH". Formation of the Project CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Portions of the Property within the boundaries of and subject to the Project CFD are shown in Exhibit "HH". Developer shall be allocated Developer's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the WRSP. 3.18.1.1 Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. 3.18.1.2 Concurrent with any formation of a CFD, Developer and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements. 3.18.1.3 Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.
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.
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	*3.20.1 Formation.* *3.20.1.1 Consent.* Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Maintenance CFD has been formed to include the Property ("Maintenance CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. For purposes of Article XIIID of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Maintenance CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Maintenance CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing mechanism. *3.20.1.2 Zones of Benefit.* The Maintenance CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department

Status	District formed – Ongoing 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: 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 Fiddyment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddyment 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
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 that such parcels do not and will not receive a special benefit from the Maintenance CFD.
Department	Finance Department
Status	Ongoing 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 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.** *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 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 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**. *3.22.1.2 Zones of Benefit.* The Stormwater Management CFD may be divided as necessary into zones of benefit and among which the amount of assessment may vary. *3.22.2 Obligations.* The Stormwater Management CFD shall provide the funds required for conducting, managing and financing the WRSP's portion of the City's Stormwater Management Program as required by the EIR for- mitigation. *3.22.3 Public Parcel Exclusion.* Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Stormwater Management CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Stormwater Management CFD.
Department	Finance Department
Status	Budgeted out of the maintenance CFD, which is formed already. 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	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 Fiddyment Road, West Side Drive and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway (on Fiddyment Property), Bob Doyle Drive and Village Green Drive as temporary truck routes until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property.

	4. The Project will be served by surface water supplies and in emergency/drought conditions, may also be served by groundwater supplies. 5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddyment 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. 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.
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 #: 9732
File #: 0600

Title:	Retired Annuitant 180-Day Wait Period Exception
Contact:	Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 7.1.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution approving an exception to the 180-day wait period for public agencies to hire a retired annuitant as allowed by the California Public Employees' Retirement System (CalPERS) and the California Public Employees' Pension Reform Act of 2013 (PEPRA) and in compliance with California Government Code Section 7522.56 and 21224. The resolution, if approved, would allow retiring Senior Engineer, Raul Cervantes, to be rehired as an annuitant, without waiting the 180 days after retirement waiting period. Raul would be brought back based on his specialized skills to provide consulting support until completion of the Downtown Bridges and Oak Street Parking Garage projects.

BACKGROUND

The California Public Employees Reform Act of 2013 ("PEPRA") requires a 180-day wait period before a retiree can return to work for a public agency; however, the 180-day wait period can be waived so long as City Council certifies the need to fill the critically needed position before 180 days have passed by resolution in a public meeting, and so long as the retiree did not retire with a retirement incentive such as the CalPERS Golden Handshake (i.e., 2 years additional service credit). In addition to the requirements of PEPRA, the appointment of a retiree to a position that is utilized for a limited timeframe and special project work must comply with Section 21224 of the Public Employees' Retirement Law ("PERL").

Raul Cervantes, Department of Public Works, has been an employee of the City for 30 years. He retired from City service on December 28, 2018. In addition to Raul's retirement, his staff managing the Oak Street parking garage project left City employment earlier this spring, and the project manager for the Downtown Bridges Project retired December 24, 2018. This means that all Public Works Engineering staff with knowledge regarding these two projects will no longer be working for the City. Raul possesses the key details and status of both projects, including the designers and contractors working on the project. He has been involved with both projects from their beginnings. Without his in-depth knowledge, it will be difficult for the projects to be completed on schedule. Therefore, the Department of Public Works recommends the City Council approve a request to bring Raul Cervantes back as a part-time retired annuitant on an emergency basis, without waiting 180 days, to consult until the projects are completed. An internal

recruitment has been completed for a replacement to handle Raul's management duties. However, his replacement does not have familiarity with these two projects. Staff is requesting that Raul come back on a part-time basis (three-quarter time or less) for 8 months to provide extra-help consulting support for the duration of the projects. Staff confirms that Raul will be paid G step of the Senior Engineer salary schedule and will not receive any retirement incentive nor will he receive any additional benefits as a retired annuitant.

FISCAL IMPACT

Based on the 960 hour limit that a retired annuitant may work, the maximum fiscal impact is estimated to be $56,064.29. This can be absorbed in the current Department of Public Work's FY 18/19 budget due to salary savings from vacancies, and reimbursements from charging at least 75% of his time to the project budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created by this action.

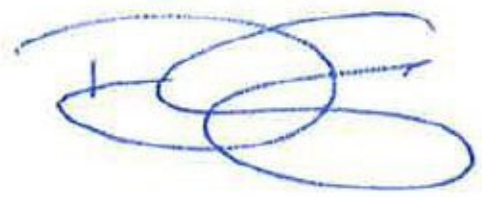
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Staffing changes do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Hedy Dehghan, Assistant Human Resources Director

Stacey Peterson, Human Resources Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-11

RESOLUTION NO. 19-11

RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD
GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code section 7522.56 the City of Roseville City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Raul Cervantes, CalPERS ID 3285035814 retired from City of Roseville in the position of Senior Engineer effective December 28, 2018 and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 28, 2019 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Roseville City Council, City of Roseville, and Raul Cervantes certify that Raul Cervantes has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City of Roseville City Council hereby appoints Raul Cervantes as an extra help retired annuitant to perform the duties of the Senior Engineer for the City of Roseville under Government Code section 21224, effective January 19, 2019; and

WHEREAS, the entire employment agreement, contract or appointment document between Raul Cervantes and the City of Roseville has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $10,122.71 and the hourly equivalent is $58.4003, and the minimum base salary for this position is $7553.72 and the hourly equivalent is $43.5792; and

WHEREAS, the hourly rate paid to Raul Cervantes will be $58.4003; and

WHEREAS, Raul Cervantes has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City of Roseville City Council hereby certifies the nature of the appointment of Raul Cervantes as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Senior Engineer for the City of Roseville by January 19, 2019 because he has specialized skills to provide consulting support until completion of the Downtown Bridges and Oak Street Parking Garage projects, and because these projects will not meet their scheduled completion date prior to his retirement.

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 #: 9734
File #: 0600-01

Title:	Staffing Allocation and Salary Schedule Changes
Contact:	Stacey Peterson 916-774 5374 SLPeterson@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 8.1.

RECOMMENDATION TO COUNCIL

As part of the implementation and maintenance of the Advanced Metering Infrastructure project (AMI), staff is recommending the following changes to the City's staffing allocation schedule and salary schedule to meet business requirements of utility metering throughout the city for the foreseeable future. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the attached Local 39 salary schedule A & B (Appendix O) reflecting addition of Finance Utility Billing Analyst I/II (3314, B556/ 3315, B557) and new salary ranges effective January 19, 2019; and
2. Motion to approve the attached city-wide allocation schedule effective January 19, 2019.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the city's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. As a result, staff is requesting eight (8) new allocations and the reclassification of an existing Finance Analyst position to a new classification of Finance Utility Billing Analyst.

AMI Program support:
The AMI project, which began in 2016, is a $22 million City-wide meter upgrade project. The project will upgrade every electric and water meter, enabling the utilities to more efficiently manage electricity and water services, reduce greenhouse gas emissions and comply with state requirements. Approximately $12 million of the project funds are provided by utility rates and $10 million is provided by greenhouse gas auction proceeds available to the electric utility through the state's Cap and Trade program. The contracts to purchase and install the new meters and software were approved by City Council in 2017.

Consistent with the project budget approved by City Council, staff is requesting additional positions to support the project and daily utility operations. Staff requests the addition of two (2) Data Management Specialists, two (2) Business Systems Analysts, one (1) IT Analyst, one (1) Database Analyst and two (2) Finance Utility Billing Analysts, a new classification. In addition, staff recommends the reclassification of a full-time Finance Analyst

position to the new Finance Utility Billing Analyst classification. The fiscal impact in FY 2018/19 for the requested changes is $459,474, which will be funded initially by AMI Project (CIP) funds; and subsequently by rates and future cost savings associated with advanced metering efficiencies.

Roseville utilities will save a projected $900,000 per year by implementing AMI technology to accomplish field tasks more efficiently and comply with state requirements. An AMI system reduces the need to go into the field for actions like customer meter reads, move in / move out processes, non-pay disconnects, and the general

billing services exceptions. With AMI these actions can be performed remotely in the office, greatly reducing costs and greenhouse gas emissions associated with physically traveling to individual meters. Additionally, Roseville has been hiring temporary classifications that will account for most AMI-related staffing reductions, along with anticipated retraining and reassignment of employees. Upon project completion, staffing levels will be equal to those prior to project inception, as the temporary positions will no longer be needed. There is no cost to the General Fund to add these positions.

From	New Position	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact
Data Management Specialist – Limited Term (Electric)	Data Management Specialist (Electric)	$135,878	$135,878	$0
	Data Management Specialist (Environmental Utilities)		$135,878	$135,878
	Business Systems Analysts I/II (Information Technology)		$134,696	$134,696
	Business Systems Analyst I/II (Information Technology)		$134,696	$134,696
	IT Analyst (Information Technology)		$134,871	$134,871
	Database Analyst (Information Technology)		$ 147,933	$ 147,933
	Finance Utility Billing Analyst I/II (Finance)		$153,726	$153,726
	Finance Utility Billing Analyst I/II (Finance)		$153,726	$153,726
Finance Analyst I/II	Finance Utility Billing Analyst I/II (Finance)	$153,726	$153,726	$0
				$995,526

FISCAL IMPACT

The total fiscal impact to the electric and water utilities' funds for FY 2018/19 is $459,474 based on twelve remaining pay periods. The fiscal impact will be funded initially by AMI Project (CIP) funds and subsequently by rates and future cost savings associated with advanced metering efficiencies.

ECONOMIC DEVELOPMENT / JOBS CREATED

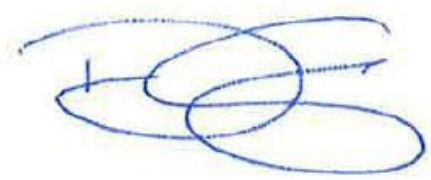
Eight (8) new jobs are created by this action.

ENVIRONMENTAL REVIEW

Staffing changes are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6048

Local 39 Salary Schedule A 1-19-19

Local 39 Salary Schedule B 1-19-19

Staffing Allocation Schedule

ORDINANCE NO. 6048

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6027, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE JANUARY 19, 2019, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6027, the Salary Ordinance for employees represented by Local 39, is hereby amended as shown on Appendix "O" for salary schedules A and B attached hereto:

ADDITION OF CLASSIFICATION

Classification No.	Position Title	Salary Range
3314, B5556	Finance Utility Billing Analyst I	4488
3315, B5557	Finance Utility Billing Analyst II	4930

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective January 19, 2019 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect January 19, 2019. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three 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 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

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
0035	ACCOUNTANT I						
		STEP A	27.0721	40.6081	2,165.76	4,692.49	56,309.96
		STEP B	28.4257	42.6385	2,274.05	4,927.12	59,125.45
		STEP C	29.8469	44.7703	2,387.75	5,173.46	62,081.55
		STEP D	31.3393	47.0089	2,507.14	5,432.14	65,185.74
		STEP E	32.9063	49.3594	2,632.50	5,703.75	68,445.10
		STEP F	34.5516	51.8274	2,764.12	5,988.94	71,867.32
		STEP G	36.2791	54.4186	2,902.32	6,288.37	75,460.52
		STEP H	38.0931	57.1396	3,047.44	6,602.80	79,233.64
0040	ACCOUNTANT II						
		STEP A	29.7762	44.6643	2,382.09	5,161.20	61,934.49
		STEP B	31.2650	46.8975	2,501.20	5,419.26	65,031.20
		STEP C	32.8283	49.2424	2,626.26	5,690.23	68,282.86
		STEP D	34.4697	51.7045	2,757.57	5,974.74	71,696.97
		STEP E	36.1932	54.2898	2,895.45	6,273.48	75,281.85
		STEP F	38.0028	57.0042	3,040.22	6,587.15	79,045.82
		STEP G	39.9030	59.8545	3,192.24	6,916.52	82,998.24
		STEP H	41.8981	62.8471	3,351.84	7,262.33	87,148.04
0084	ADMIN TECHNICIAN						
		STEP A	22.3391	33.5086	1,787.12	3,872.11	46,465.32
		STEP B	23.4560	35.1840	1,876.48	4,065.70	48,788.48
		STEP C	24.6288	36.9432	1,970.30	4,268.99	51,227.90
		STEP D	25.8603	38.7904	2,068.82	4,482.45	53,789.42
		STEP E	27.1533	40.7299	2,172.26	4,706.57	56,478.86
		STEP F	28.5109	42.7663	2,280.87	4,941.88	59,302.67
		STEP G	29.9365	44.9047	2,394.92	5,188.99	62,267.92
		STEP H	31.4333	47.1499	2,514.66	5,448.43	65,381.26
8302	AQUATICS MAINTENANCE TECH						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.9479	38.9218	2,075.83	4,497.63	53,971.63
		STEP C	27.2452	40.8678	2,179.61	4,722.50	56,670.01
		STEP D	28.6074	42.9111	2,288.59	4,958.61	59,503.39
		STEP E	30.0379	45.0568	2,403.03	5,206.56	62,478.83
		STEP F	31.5397	47.3095	2,523.17	5,466.88	65,602.57
		STEP G	33.1167	49.6750	2,649.33	5,740.22	68,882.73
		STEP H	34.7725	52.1587	2,781.80	6,027.23	72,326.80

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
8300	ARBORIST TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.9479	38.9218	2,075.83	4,497.63	53,971.63
		STEP C	27.2452	40.8678	2,179.61	4,722.50	56,670.01
		STEP D	28.6074	42.9111	2,288.59	4,958.61	59,503.39
		STEP E	30.0379	45.0568	2,403.03	5,206.56	62,478.83
		STEP F	31.5397	47.3095	2,523.17	5,466.88	65,602.57
		STEP G	33.1167	49.6750	2,649.33	5,740.22	68,882.73
		STEP H	34.7725	52.1587	2,781.80	6,027.23	72,326.80
0820	ASSOC ENGINEER						
		STEP A	35.4446	53.1669	2,835.56	6,143.73	73,724.76
		STEP B	37.2168	55.8252	2,977.34	6,450.91	77,410.94
		STEP C	39.0777	58.6165	3,126.21	6,773.46	81,281.61
		STEP D	41.0315	61.5472	3,282.52	7,112.12	85,345.52
		STEP E	43.0831	64.6246	3,446.64	7,467.73	89,612.84
		STEP F	45.2373	67.8559	3,618.98	7,841.13	94,093.58
		STEP G	47.4991	71.2486	3,799.92	8,233.17	98,798.12
		STEP H	49.8741	74.8111	3,989.92	8,644.84	103,738.12
0900	ASSOC PLANNER						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	32.5196	48.7794	2,601.56	5,636.73	67,640.76
		STEP C	34.1458	51.2187	2,731.66	5,918.60	71,023.26
		STEP D	35.8531	53.7796	2,868.24	6,214.53	74,574.44
		STEP E	37.6456	56.4684	3,011.64	6,525.23	78,302.84
		STEP F	39.5280	59.2920	3,162.24	6,851.52	82,218.24
		STEP G	41.5043	62.2564	3,320.34	7,194.07	86,328.94
		STEP H	43.5794	65.3691	3,486.35	7,553.76	90,645.15
0376	ASST CHILD CARE SITE COORD						
		STEP A	17.6895	26.5342	1,415.16	3,066.18	36,794.16
		STEP B	18.5740	27.8610	1,485.92	3,219.49	38,633.92
		STEP C	19.5027	29.2540	1,560.21	3,380.46	40,565.61
		STEP D	20.4778	30.7167	1,638.22	3,549.48	42,593.82
		STEP E	21.5017	32.2525	1,720.13	3,726.96	44,723.53
		STEP F	22.5768	33.8652	1,806.14	3,913.31	46,959.74
		STEP G	23.7056	35.5584	1,896.44	4,108.97	49,307.64
		STEP H	24.8909	37.3363	1,991.27	4,314.42	51,773.07

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
0338	ASST ENGINEER						
		STEP A	32.2271	48.3406	2,578.16	5,586.03	67,032.36
		STEP B	33.8384	50.7576	2,707.07	5,865.32	70,383.87
		STEP C	35.5303	53.2954	2,842.42	6,158.58	73,903.02
		STEP D	37.3068	55.9602	2,984.54	6,466.51	77,598.14
		STEP E	39.1722	58.7583	3,133.77	6,789.84	81,478.17
		STEP F	41.1308	61.6962	3,290.46	7,129.33	85,552.06
		STEP G	43.1873	64.7809	3,454.98	7,485.79	89,829.58
		STEP H	45.3467	68.0200	3,627.73	7,860.09	94,321.13
0650	ASST PLANNER						
		STEP A	26.9304	40.3956	2,154.43	4,667.93	56,015.23
		STEP B	28.2771	42.4156	2,262.16	4,901.36	58,816.36
		STEP C	29.6909	44.5363	2,375.27	5,146.42	61,757.07
		STEP D	31.1754	46.7631	2,494.03	5,403.73	64,844.83
		STEP E	32.7342	49.1013	2,618.73	5,673.92	68,087.13
		STEP F	34.3708	51.5562	2,749.66	5,957.60	71,491.26
		STEP G	36.0894	54.1341	2,887.15	6,255.49	75,065.95
		STEP H	37.8938	56.8407	3,031.50	6,568.25	78,819.10
1018	BLDG INSPECTOR I						
		STEP A	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP B	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP C	27.4258	41.1387	2,194.06	4,753.80	57,045.66
		STEP D	28.7971	43.1956	2,303.76	4,991.49	59,897.96
		STEP E	30.2369	45.3553	2,418.95	5,241.06	62,892.75
		STEP F	31.7488	47.6232	2,539.90	5,503.12	66,037.50
		STEP G	33.3362	50.0043	2,666.89	5,778.27	69,339.29
		STEP H	35.0030	52.5045	2,800.24	6,067.18	72,806.24
1019	BLDG INSPECTOR II						
		STEP A	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP B	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP C	30.1683	45.2524	2,413.46	5,229.17	62,750.06
		STEP D	31.6767	47.5150	2,534.13	5,490.62	65,887.53
		STEP E	33.2605	49.8907	2,660.84	5,765.15	69,181.84
		STEP F	34.9235	52.3852	2,793.88	6,053.40	72,640.88
		STEP G	36.6697	55.0045	2,933.57	6,356.08	76,272.97
		STEP H	38.5032	57.7548	3,080.25	6,673.88	80,086.65

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1030	BLDG MAINT WORKER I						
		STEP A	20.7748	31.1622	1,661.98	3,600.96	43,211.58
		STEP B	21.8136	32.7204	1,745.08	3,781.02	45,372.28
		STEP C	22.9043	34.3564	1,832.34	3,970.07	47,640.94
		STEP D	24.0495	36.0742	1,923.96	4,168.58	50,022.96
		STEP E	25.2520	37.8780	2,020.16	4,377.01	52,524.16
		STEP F	26.5146	39.7719	2,121.16	4,595.86	55,150.36
		STEP G	27.8403	41.7604	2,227.22	4,825.65	57,907.82
		STEP H	29.2323	43.8484	2,338.58	5,066.93	60,803.18
1032	BLDG MAINT WORKER II						
		STEP A	22.8500	34.2750	1,828.00	3,960.66	47,528.00
		STEP B	23.9925	35.9887	1,919.40	4,158.70	49,904.40
		STEP C	25.1922	37.7883	2,015.37	4,366.64	52,399.77
		STEP D	26.4518	39.6777	2,116.14	4,584.97	55,019.74
		STEP E	27.7744	41.6616	2,221.95	4,814.22	57,770.75
		STEP F	29.1631	43.7446	2,333.04	5,054.93	60,659.24
		STEP G	30.6212	45.9318	2,449.69	5,307.67	63,692.09
		STEP H	32.1523	48.2284	2,572.18	5,573.06	66,876.78
9425	BLDG MAINTENANCE AIDE						
		STEP A	16.8975	25.3462	1,351.80	2,928.90	35,146.80
		STEP B	17.7424	26.6136	1,419.39	3,075.34	36,904.19
		STEP C	18.6296	27.9444	1,490.36	3,229.13	38,749.56
		STEP D	19.5610	29.3415	1,564.88	3,390.57	40,686.88
		STEP E	20.5390	30.8085	1,643.12	3,560.09	42,721.12
		STEP F	21.5661	32.3491	1,725.28	3,738.12	44,857.48
		STEP G	22.6443	33.9664	1,811.54	3,925.01	47,100.14
		STEP H	23.7765	35.6647	1,902.12	4,121.26	49,455.12
1045	BLDG PLANS EXAMINER I						
		STEP A	25.7525	38.6287	2,060.20	4,463.76	53,565.20
		STEP B	27.0401	40.5601	2,163.20	4,686.95	56,243.40
		STEP C	28.3921	42.5881	2,271.36	4,921.29	59,055.56
		STEP D	29.8117	44.7175	2,384.93	5,167.36	62,008.33
		STEP E	31.3023	46.9534	2,504.18	5,425.73	65,108.78
		STEP F	32.8674	49.3011	2,629.39	5,697.01	68,364.19
		STEP G	34.5108	51.7662	2,760.86	5,981.87	71,782.46
		STEP H	36.2363	54.3544	2,898.90	6,280.95	75,371.50

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1047	BLDG PLANS EXAMINER II						
		STEP A	28.3278	42.4917	2,266.22	4,910.15	58,921.82
		STEP B	29.7441	44.6161	2,379.52	5,155.64	61,867.72
		STEP C	31.2314	46.8471	2,498.51	5,413.44	64,961.31
		STEP D	32.7929	49.1893	2,623.43	5,684.10	68,209.23
		STEP E	34.4326	51.6489	2,754.60	5,968.31	71,619.80
		STEP F	36.1542	54.2313	2,892.33	6,266.72	75,200.73
		STEP G	37.9619	56.9428	3,036.95	6,580.06	78,960.75
		STEP H	39.8600	59.7900	3,188.80	6,909.06	82,908.80
1361	BUSINESS SYSTEMS ANALYST I						
		STEP A	27.9107	41.8660	2,232.85	4,837.85	58,054.25
		STEP B	29.3061	43.9591	2,344.48	5,079.72	60,956.68
		STEP C	30.7714	46.1571	2,461.71	5,333.70	64,004.51
		STEP D	32.3100	48.4650	2,584.80	5,600.40	67,204.80
		STEP E	33.9256	50.8884	2,714.04	5,880.43	70,565.24
		STEP F	35.6219	53.4328	2,849.75	6,174.46	74,093.55
		STEP G	37.4029	56.1043	2,992.23	6,483.16	77,798.03
		STEP H	39.2731	58.9096	3,141.84	6,807.33	81,688.04
1362	BUSINESS SYSTEMS ANALYST II						
		STEP A	30.7019	46.0528	2,456.15	5,321.66	63,859.95
		STEP B	32.2369	48.3553	2,578.95	5,587.72	67,052.75
		STEP C	33.8487	50.7730	2,707.89	5,867.10	70,405.29
		STEP D	35.5411	53.3116	2,843.28	6,160.45	73,925.48
		STEP E	37.3182	55.9773	2,985.45	6,468.48	77,621.85
		STEP F	39.1843	58.7764	3,134.74	6,791.94	81,503.34
		STEP G	41.1433	61.7149	3,291.46	7,131.50	85,578.06
		STEP H	43.2004	64.8006	3,456.03	7,488.06	89,856.83
1055	BUYER I						
		STEP A	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP B	22.6144	33.9216	1,809.15	3,919.82	47,037.95
		STEP C	23.7453	35.6179	1,899.62	4,115.85	49,390.22
		STEP D	24.9325	37.3987	1,994.60	4,321.63	51,859.60
		STEP E	26.1792	39.2688	2,094.33	4,537.72	54,452.73
		STEP F	27.4881	41.2321	2,199.04	4,764.60	57,175.24
		STEP G	28.8624	43.2936	2,308.99	5,002.81	60,033.79
		STEP H	30.3056	45.4584	2,424.44	5,252.97	63,035.64

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1060	BUYER II						
		STEP A	23.6912	35.5368	1,895.29	4,106.47	49,277.69
		STEP B	24.8758	37.3137	1,990.06	4,311.80	51,741.66
		STEP C	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP D	27.4257	41.1385	2,194.05	4,753.78	57,045.45
		STEP E	28.7968	43.1952	2,303.74	4,991.44	59,897.34
		STEP F	30.2367	45.3550	2,418.93	5,241.02	62,892.33
		STEP G	31.7486	47.6229	2,539.88	5,503.09	66,037.08
		STEP H	33.3360	50.0040	2,666.88	5,778.24	69,338.88
1225	CHILD CARE SITE COORDINATOR						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	21.3189	31.9783	1,705.51	3,695.27	44,343.31
		STEP C	22.3849	33.5773	1,790.79	3,880.04	46,560.59
		STEP D	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP E	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP F	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP G	27.2090	40.8135	2,176.72	4,716.22	56,594.72
		STEP H	28.5694	42.8541	2,285.55	4,952.02	59,424.35
1226	CITY CLERK TECHNICIAN I						
		STEP A	21.7257	32.5885	1,738.05	3,765.78	45,189.45
		STEP B	22.8120	34.2180	1,824.96	3,954.08	47,448.96
		STEP C	23.9526	35.9289	1,916.20	4,151.78	49,821.40
		STEP D	25.1503	37.7254	2,012.02	4,359.38	52,312.62
		STEP E	26.4078	39.6117	2,112.62	4,577.35	54,928.22
		STEP F	27.7282	41.5923	2,218.25	4,806.22	57,674.65
		STEP G	29.1146	43.6719	2,329.16	5,046.53	60,558.36
		STEP H	30.5703	45.8554	2,445.62	5,298.85	63,586.22
1227	CITY CLERK TECHNICIAN II						
		STEP A	23.9007	35.8510	1,912.05	4,142.78	49,713.45
		STEP B	25.0957	37.6435	2,007.65	4,349.92	52,199.05
		STEP C	26.3505	39.5257	2,108.04	4,567.42	54,809.04
		STEP D	27.6681	41.5021	2,213.44	4,795.80	57,549.64
		STEP E	29.0515	43.5772	2,324.12	5,035.59	60,427.12
		STEP F	30.5040	45.7560	2,440.32	5,287.36	63,448.32
		STEP G	32.0292	48.0438	2,562.33	5,551.72	66,620.73
		STEP H	33.6307	50.4460	2,690.45	5,829.32	69,951.85

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1364	CODE ENFORCEMENT INSPECTOR I						
		STEP A	22.1000	33.1500	1,768.00	3,830.66	45,968.00
		STEP B	23.2051	34.8076	1,856.40	4,022.21	48,266.60
		STEP C	24.3654	36.5481	1,949.23	4,223.33	50,680.03
		STEP D	25.5836	38.3754	2,046.68	4,434.49	53,213.88
		STEP E	26.8628	40.2942	2,149.02	4,656.21	55,874.62
		STEP F	28.2060	42.3090	2,256.48	4,889.04	58,668.48
		STEP G	29.6162	44.4243	2,369.29	5,133.47	61,601.69
		STEP H	31.0970	46.6455	2,487.76	5,390.14	64,681.76
1369	CODE ENFORCEMENT INSPECTOR II						
		STEP A	24.3102	36.4653	1,944.81	4,213.76	50,565.21
		STEP B	25.5256	38.2884	2,042.04	4,424.43	53,093.24
		STEP C	26.8019	40.2028	2,144.15	4,645.66	55,747.95
		STEP D	28.1417	42.2125	2,251.33	4,877.89	58,534.73
		STEP E	29.5490	44.3235	2,363.92	5,121.82	61,461.92
		STEP F	31.0265	46.5397	2,482.12	5,377.92	64,535.12
		STEP G	32.5780	48.8670	2,606.24	5,646.85	67,762.24
		STEP H	34.2067	51.3100	2,736.53	5,929.16	71,149.93
1401	COMMUNITY RELATIONS ANALYST						
		STEP A	28.5163	42.7744	2,281.30	4,942.82	59,313.90
		STEP B	29.9421	44.9131	2,395.36	5,189.96	62,279.56
		STEP C	31.4392	47.1588	2,515.13	5,449.46	65,393.53
		STEP D	33.0112	49.5168	2,640.89	5,721.94	68,663.29
		STEP E	34.6617	51.9925	2,772.93	6,008.02	72,096.33
		STEP F	36.3948	54.5922	2,911.58	6,308.43	75,701.18
		STEP G	38.2146	57.3219	3,057.16	6,623.86	79,486.36
		STEP H	40.1253	60.1879	3,210.02	6,955.05	83,460.62
1248	CONSTRUCTION INSPECTION SUPV						
		STEP A	33.3482	50.0223	2,667.85	5,780.35	69,364.25
		STEP B	35.0156	52.5234	2,801.24	6,069.37	72,832.44
		STEP C	36.7663	55.1494	2,941.30	6,372.82	76,473.90
		STEP D	38.6047	57.9070	3,088.37	6,691.48	80,297.77
		STEP E	40.5349	60.8023	3,242.79	7,026.04	84,312.59
		STEP F	42.5616	63.8424	3,404.92	7,377.34	88,528.12
		STEP G	44.6897	67.0345	3,575.17	7,746.21	92,954.57
		STEP H	46.9242	70.3863	3,753.93	8,133.52	97,602.33

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1432	CONSTRUCTION INSPECTOR I						
		STEP A	23.9633	35.9449	1,917.06	4,153.63	49,843.66
		STEP B	25.1614	37.7421	2,012.91	4,361.30	52,335.71
		STEP C	26.4195	39.6292	2,113.56	4,579.38	54,952.56
		STEP D	27.7405	41.6107	2,219.24	4,808.35	57,700.24
		STEP E	29.1275	43.6912	2,330.20	5,048.76	60,585.20
		STEP F	30.5839	45.8758	2,446.71	5,301.20	63,614.51
		STEP G	32.1130	48.1695	2,569.04	5,566.25	66,795.04
		STEP H	33.7187	50.5780	2,697.49	5,844.57	70,134.89
1434	CONSTRUCTION INSPECTOR II						
		STEP A	26.3622	39.5433	2,108.97	4,569.44	54,833.37
		STEP B	27.6803	41.5204	2,214.42	4,797.91	57,575.02
		STEP C	29.0643	43.5964	2,325.14	5,037.81	60,453.74
		STEP D	30.5175	45.7762	2,441.40	5,289.70	63,476.40
		STEP E	32.0434	48.0651	2,563.47	5,554.18	66,650.27
		STEP F	33.6455	50.4682	2,691.64	5,831.88	69,982.64
		STEP G	35.3278	52.9917	2,826.22	6,123.48	73,481.82
		STEP H	37.0942	55.6413	2,967.53	6,429.66	77,155.93
1450	COURIER						
		STEP A	15.7235	23.5852	1,257.88	2,725.40	32,704.88
		STEP B	16.5098	24.7647	1,320.78	2,861.69	34,340.38
		STEP C	17.3351	26.0026	1,386.80	3,004.75	36,057.00
		STEP D	18.2019	27.3028	1,456.15	3,155.00	37,859.95
		STEP E	19.1122	28.6683	1,528.97	3,312.78	39,753.37
		STEP F	20.0676	30.1014	1,605.40	3,478.38	41,740.60
		STEP G	21.0712	31.6068	1,685.69	3,652.34	43,828.09
		STEP H	22.1245	33.1867	1,769.96	3,834.91	46,018.96
1485	CUSTODIAN						
		STEP A	17.4198	26.1297	1,393.58	3,019.43	36,233.18
		STEP B	18.2907	27.4360	1,463.25	3,170.38	38,044.65
		STEP C	19.2053	28.8079	1,536.42	3,328.91	39,947.02
		STEP D	20.1654	30.2481	1,613.23	3,495.33	41,944.03
		STEP E	21.1737	31.7605	1,693.89	3,670.10	44,041.29
		STEP F	22.2323	33.3484	1,778.58	3,853.59	46,243.18
		STEP G	23.3442	35.0163	1,867.53	4,046.32	48,555.93
		STEP H	24.5113	36.7669	1,960.90	4,248.62	50,983.50

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1546	DATA MANAGEMENT SPECIALIST I						
		STEP A	28.5122	42.7683	2,280.97	4,942.11	59,305.37
		STEP B	29.5632	44.3448	2,365.05	5,124.28	61,491.45
		STEP C	31.0414	46.5621	2,483.31	5,380.50	64,566.11
		STEP D	32.5936	48.8904	2,607.48	5,649.55	67,794.68
		STEP E	34.2231	51.3346	2,737.84	5,932.00	71,184.04
		STEP F	35.9344	53.9016	2,874.75	6,228.62	74,743.55
		STEP G	37.7309	56.5963	3,018.47	6,540.02	78,480.27
		STEP H	39.6175	59.4262	3,169.40	6,867.03	82,404.40
1548	DATA MANAGEMENT SPECIALIST II						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	32.5196	48.7794	2,601.56	5,636.73	67,640.76
		STEP C	34.1458	51.2187	2,731.66	5,918.60	71,023.26
		STEP D	35.8531	53.7796	2,868.24	6,214.53	74,574.44
		STEP E	37.6456	56.4684	3,011.64	6,525.23	78,302.84
		STEP F	39.5280	59.2920	3,162.24	6,851.52	82,218.24
		STEP G	41.5043	62.2564	3,320.34	7,194.07	86,328.94
		STEP H	43.5794	65.3691	3,486.35	7,553.76	90,645.15
1551	DATABASE ANALYST I						
		STEP A	30.6536	45.9804	2,452.28	5,313.29	63,759.48
		STEP B	32.1861	48.2791	2,574.88	5,578.92	66,947.08
		STEP C	33.7956	50.6934	2,703.64	5,857.90	70,294.84
		STEP D	35.4852	53.2278	2,838.81	6,150.76	73,809.21
		STEP E	37.2596	55.8894	2,980.76	6,458.33	77,499.96
		STEP F	39.1225	58.6837	3,129.80	6,781.23	81,374.80
		STEP G	41.0787	61.6180	3,286.29	7,120.30	85,443.69
		STEP H	43.1326	64.6989	3,450.60	7,476.31	89,715.80
1552	DATABASE ANALYST II						
		STEP A	33.7190	50.5785	2,697.52	5,844.62	70,135.52
		STEP B	35.4049	53.1073	2,832.39	6,136.84	73,642.19
		STEP C	37.1753	55.7629	2,974.02	6,443.71	77,324.62
		STEP D	39.0340	58.5510	3,122.72	6,765.89	81,190.72
		STEP E	40.9857	61.4785	3,278.85	7,104.18	85,250.25
		STEP F	43.0350	64.5525	3,442.80	7,459.40	89,512.80
		STEP G	45.1867	67.7800	3,614.93	7,832.36	93,988.33
		STEP H	47.4458	71.1687	3,795.66	8,223.93	98,687.26

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1660	DEPUTY CITY CLERK I						
		STEP A	15.9592	23.9388	1,276.73	2,766.26	33,195.13
		STEP B	16.7574	25.1361	1,340.59	2,904.61	34,855.39
		STEP C	17.5951	26.3926	1,407.60	3,049.81	36,597.80
		STEP D	18.4749	27.7123	1,477.99	3,202.31	38,427.79
		STEP E	19.3987	29.0980	1,551.89	3,362.44	40,349.29
		STEP F	20.3688	30.5532	1,629.50	3,530.59	42,367.10
		STEP G	21.3871	32.0806	1,710.96	3,707.09	44,485.16
		STEP H	22.4565	33.6847	1,796.52	3,892.46	46,709.52
1665	DEPUTY CITY CLERK II						
		STEP A	17.5551	26.3326	1,404.40	3,042.88	36,514.60
		STEP B	18.4329	27.6493	1,474.63	3,195.03	38,340.43
		STEP C	19.3545	29.0317	1,548.36	3,354.78	40,257.36
		STEP D	20.3224	30.4836	1,625.79	3,522.54	42,270.59
		STEP E	21.3384	32.0076	1,707.07	3,698.65	44,383.87
		STEP F	22.4053	33.6079	1,792.42	3,883.58	46,603.02
		STEP G	23.5256	35.2884	1,882.04	4,077.77	48,933.24
		STEP H	24.7020	37.0530	1,976.16	4,281.68	51,380.16
1282	DEVELOPMENT SERVICES ANALYST						
		STEP A	30.8338	46.2507	2,466.70	5,344.52	64,134.30
		STEP B	32.3755	48.5632	2,590.04	5,611.75	67,341.04
		STEP C	33.9943	50.9914	2,719.54	5,892.34	70,708.14
		STEP D	35.6940	53.5410	2,855.52	6,186.96	74,243.52
		STEP E	37.4787	56.2180	2,998.29	6,496.30	77,955.69
		STEP F	39.3527	59.0290	3,148.21	6,821.13	81,853.61
		STEP G	41.3203	61.9804	3,305.62	7,162.18	85,946.22
		STEP H	43.3863	65.0794	3,470.90	7,520.29	90,243.50
1670	DEVELOPMENT TECHNICIAN I						
		STEP A	21.9680	32.9520	1,757.44	3,807.78	45,693.44
		STEP B	23.0665	34.5997	1,845.32	3,998.19	47,978.32
		STEP C	24.2197	36.3295	1,937.57	4,198.08	50,376.97
		STEP D	25.4308	38.1462	2,034.46	4,408.00	52,896.06
		STEP E	26.7024	40.0536	2,136.19	4,628.41	55,540.99
		STEP F	28.0376	42.0564	2,243.00	4,859.85	58,318.20
		STEP G	29.4393	44.1589	2,355.14	5,102.81	61,233.74
		STEP H	30.9113	46.3669	2,472.90	5,357.95	64,295.50

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1672	DEVELOPMENT TECHNICIAN II						
		STEP A	24.1648	36.2472	1,933.18	4,188.56	50,262.78
		STEP B	25.3732	38.0598	2,029.85	4,398.02	52,776.25
		STEP C	26.6417	39.9625	2,131.33	4,617.89	55,414.73
		STEP D	27.9739	41.9608	2,237.91	4,848.80	58,185.71
		STEP E	29.3725	44.0587	2,349.80	5,091.23	61,094.80
		STEP F	30.8413	46.2619	2,467.30	5,345.82	64,149.90
		STEP G	32.3833	48.5749	2,590.66	5,613.10	67,357.26
		STEP H	34.0024	51.0036	2,720.19	5,893.74	70,724.99
2466	ENERGY PROGRAM TECHNICIAN						
		STEP A	22.3391	33.5086	1,787.12	3,872.11	46,465.32
		STEP B	23.4560	35.1840	1,876.48	4,065.70	48,788.48
		STEP C	24.6288	36.9432	1,970.30	4,268.99	51,227.90
		STEP D	25.8603	38.7904	2,068.82	4,482.45	53,789.42
		STEP E	27.1533	40.7299	2,172.26	4,706.57	56,478.86
		STEP F	28.5109	42.7663	2,280.87	4,941.88	59,302.67
		STEP G	29.9365	44.9047	2,394.92	5,188.99	62,267.92
		STEP H	31.4333	47.1499	2,514.66	5,448.43	65,381.26
1300	ENGINEERING TECHNICIAN I						
		STEP A	21.1552	31.7328	1,692.41	3,666.90	44,002.81
		STEP B	22.2130	33.3195	1,777.04	3,850.25	46,203.04
		STEP C	23.3236	34.9854	1,865.88	4,042.75	48,513.08
		STEP D	24.4898	36.7347	1,959.18	4,244.89	50,938.78
		STEP E	25.7143	38.5714	2,057.14	4,457.14	53,485.74
		STEP F	27.0000	40.5000	2,160.00	4,680.00	56,160.00
		STEP G	28.3500	42.5250	2,268.00	4,914.00	58,968.00
		STEP H	29.7675	44.6512	2,381.40	5,159.70	61,916.40
1350	ENGINEERING TECHNICIAN II						
		STEP A	23.2707	34.9060	1,861.65	4,033.58	48,403.05
		STEP B	24.4342	36.6513	1,954.73	4,235.26	50,823.13
		STEP C	25.6559	38.4838	2,052.47	4,447.02	53,364.27
		STEP D	26.9387	40.4080	2,155.09	4,669.37	56,032.49
		STEP E	28.2857	42.4285	2,262.85	4,902.85	58,834.25
		STEP F	29.7000	44.5500	2,376.00	5,148.00	61,776.00
		STEP G	31.1850	46.7775	2,494.80	5,405.40	64,864.80
		STEP H	32.7442	49.1163	2,619.53	5,675.66	68,107.93

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
2542	ENVIRONMENTAL COMPL SPEC I						
		STEP A	23.0837	34.6255	1,846.69	4,001.17	48,014.09
		STEP B	24.2379	36.3568	1,939.03	4,201.23	50,414.83
		STEP C	25.4498	38.1747	2,035.98	4,411.29	52,935.58
		STEP D	26.7223	40.0834	2,137.78	4,631.86	55,582.38
		STEP E	28.0584	42.0876	2,244.67	4,863.45	58,361.47
		STEP F	29.4613	44.1919	2,356.90	5,106.62	61,279.50
		STEP G	30.9344	46.4016	2,474.75	5,361.96	64,343.55
		STEP H	32.4811	48.7216	2,598.48	5,630.05	67,560.68
2544	ENVIRONMENTAL COMPL SPEC II						
		STEP A	25.3897	38.0845	2,031.17	4,400.88	52,810.57
		STEP B	26.6592	39.9888	2,132.73	4,620.92	55,451.13
		STEP C	27.9922	41.9883	2,239.37	4,851.98	58,223.77
		STEP D	29.3918	44.0877	2,351.34	5,094.57	61,134.94
		STEP E	30.8614	46.2921	2,468.91	5,349.30	64,191.71
		STEP F	32.4044	48.6066	2,592.35	5,616.76	67,401.15
		STEP G	34.0247	51.0370	2,721.97	5,897.61	70,771.37
		STEP H	35.7259	53.5888	2,858.07	6,192.48	74,309.87
2560	EQUIPMENT SERVICEWORKER						
		STEP A	19.1038	28.6557	1,528.30	3,311.32	39,735.90
		STEP B	20.0590	30.0885	1,604.72	3,476.89	41,722.72
		STEP C	21.0621	31.5931	1,684.96	3,650.76	43,809.16
		STEP D	22.1152	33.1728	1,769.21	3,833.30	45,999.61
		STEP E	23.2209	34.8313	1,857.67	4,024.95	48,299.47
		STEP F	24.3820	36.5730	1,950.56	4,226.21	50,714.56
		STEP G	25.6010	38.4015	2,048.08	4,437.50	53,250.08
		STEP H	26.8812	40.3218	2,150.49	4,659.40	55,912.89
3334	FINANCE CLERK I						
		STEP A	16.5094	24.7641	1,320.75	2,861.62	34,339.55
		STEP B	17.3348	26.0022	1,386.78	3,004.69	36,056.38
		STEP C	18.2016	27.3024	1,456.12	3,154.94	37,859.32
		STEP D	19.1118	28.6677	1,528.94	3,312.71	39,752.54
		STEP E	20.0673	30.1009	1,605.38	3,478.33	41,739.98
		STEP F	21.0708	31.6062	1,685.66	3,652.27	43,827.26
		STEP G	22.1242	33.1863	1,769.93	3,834.86	46,018.33
		STEP H	23.2305	34.8457	1,858.44	4,026.62	48,319.44

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3335	FINANCE CLERK II						
		STEP A	18.1604	27.2406	1,452.83	3,147.80	37,773.63
		STEP B	19.0686	28.6029	1,525.48	3,305.22	39,662.68
		STEP C	20.0219	30.0328	1,601.75	3,470.46	41,645.55
		STEP D	21.0228	31.5342	1,681.82	3,643.95	43,727.42
		STEP E	22.0741	33.1111	1,765.92	3,826.17	45,914.12
		STEP F	23.1778	34.7667	1,854.22	4,017.48	48,209.82
		STEP G	24.3367	36.5050	1,946.93	4,218.36	50,620.33
		STEP H	25.5534	38.3301	2,044.27	4,429.25	53,151.07
3325	FINANCE TECHNICIAN I						
		STEP A	18.9576	28.4364	1,516.60	3,285.98	39,431.80
		STEP B	19.9055	29.8582	1,592.44	3,450.28	41,403.44
		STEP C	20.9008	31.3512	1,672.06	3,622.80	43,473.66
		STEP D	21.9457	32.9185	1,755.65	3,803.92	45,647.05
		STEP E	23.0431	34.5646	1,843.44	3,994.13	47,929.64
		STEP F	24.1952	36.2928	1,935.61	4,193.83	50,326.01
		STEP G	25.4050	38.1075	2,032.40	4,403.53	52,842.40
		STEP H	26.6752	40.0128	2,134.01	4,623.70	55,484.41
3326	FINANCE TECHNICIAN II						
		STEP A	20.8535	31.2802	1,668.28	3,614.60	43,375.28
		STEP B	21.8960	32.8440	1,751.68	3,795.30	45,543.68
		STEP C	22.9912	34.4868	1,839.29	3,985.14	47,821.69
		STEP D	24.1404	36.2106	1,931.23	4,184.33	50,212.03
		STEP E	25.3474	38.0211	2,027.79	4,393.54	52,722.59
		STEP F	26.6150	39.9225	2,129.20	4,613.26	55,359.20
		STEP G	27.9457	41.9185	2,235.65	4,843.92	58,127.05
		STEP H	29.3427	44.0140	2,347.41	5,086.06	61,032.81
3314	FINANCE UTIL BILLING ANALYST I						
		STEP A	31.9009	47.8513	2,552.07	5,529.48	66,353.87
		STEP B	33.4960	50.2440	2,679.68	5,805.97	69,671.68
		STEP C	35.1708	52.7562	2,813.66	6,096.27	73,155.26
		STEP D	36.9293	55.3939	2,954.34	6,401.07	76,812.94
		STEP E	38.7758	58.1637	3,102.06	6,721.13	80,653.66
		STEP F	40.7146	61.0719	3,257.16	7,057.19	84,686.36
		STEP G	42.7503	64.1254	3,420.02	7,410.05	88,920.62
		STEP H	44.8878	67.3317	3,591.02	7,780.55	93,366.62

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3315	FINANCE UTIL BILLNG ANALYST II						
		STEP A	35.0393	52.5589	2,803.14	6,073.47	72,881.74
		STEP B	36.7913	55.1869	2,943.30	6,377.15	76,525.90
		STEP C	38.6308	57.9462	3,090.46	6,696.00	80,352.06
		STEP D	40.5624	60.8436	3,244.99	7,030.81	84,369.79
		STEP E	42.5905	63.8857	3,407.24	7,382.35	88,588.24
		STEP F	44.7200	67.0800	3,577.60	7,751.46	93,017.60
		STEP G	46.9560	70.4340	3,756.48	8,139.04	97,668.48
		STEP H	49.3038	73.9557	3,944.30	8,545.99	102,551.90
3316	FINANCIAL ANALYST I						
		STEP A	31.9009	47.8513	2,552.07	5,529.48	66,353.87
		STEP B	33.4960	50.2440	2,679.68	5,805.97	69,671.68
		STEP C	35.1708	52.7562	2,813.66	6,096.27	73,155.26
		STEP D	36.9293	55.3939	2,954.34	6,401.07	76,812.94
		STEP E	38.7758	58.1637	3,102.06	6,721.13	80,653.66
		STEP F	40.7146	61.0719	3,257.16	7,057.19	84,686.36
		STEP G	42.7503	64.1254	3,420.02	7,410.05	88,920.62
		STEP H	44.8878	67.3317	3,591.02	7,780.55	93,366.62
3318	FINANCIAL ANALYST II						
		STEP A	35.0393	52.5589	2,803.14	6,073.47	72,881.74
		STEP B	36.7913	55.1869	2,943.30	6,377.15	76,525.90
		STEP C	38.6308	57.9462	3,090.46	6,696.00	80,352.06
		STEP D	40.5624	60.8436	3,244.99	7,030.81	84,369.79
		STEP E	42.5905	63.8857	3,407.24	7,382.35	88,588.24
		STEP F	44.7200	67.0800	3,577.60	7,751.46	93,017.60
		STEP G	46.9560	70.4340	3,756.48	8,139.04	97,668.48
		STEP H	49.3038	73.9557	3,944.30	8,545.99	102,551.90
3319	FLEET MANAGEMENT TECHNICIAN						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.9109	41.8663	2,232.87	4,837.88	58,054.67
		STEP C	29.3065	43.9597	2,344.52	5,079.79	60,957.52
		STEP D	30.7716	46.1574	2,461.72	5,333.74	64,004.92
		STEP E	32.3103	48.4654	2,584.82	5,600.45	67,205.42
		STEP F	33.9259	50.8888	2,714.07	5,880.48	70,565.87
		STEP G	35.6222	53.4333	2,849.77	6,174.51	74,094.17
		STEP H	37.4032	56.1048	2,992.25	6,483.22	77,798.65

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3410	GIS ANALYST I						
		STEP A	26.4993	39.7489	2,119.94	4,593.21	55,118.54
		STEP B	27.8243	41.7364	2,225.94	4,822.87	57,874.54
		STEP C	29.2156	43.8234	2,337.24	5,064.03	60,768.44
		STEP D	30.6763	46.0144	2,454.10	5,317.22	63,806.70
		STEP E	32.2102	48.3153	2,576.81	5,583.10	66,997.21
		STEP F	33.8205	50.7307	2,705.64	5,862.22	70,346.64
		STEP G	35.5117	53.2675	2,840.93	6,155.36	73,864.33
		STEP H	37.2871	55.9306	2,982.96	6,463.09	77,557.16
3412	GIS ANALYST II						
		STEP A	29.3657	44.0485	2,349.25	5,090.05	61,080.65
		STEP B	30.8340	46.2510	2,466.72	5,344.56	64,134.72
		STEP C	32.3756	48.5634	2,590.04	5,611.77	67,341.24
		STEP D	33.9943	50.9914	2,719.54	5,892.34	70,708.14
		STEP E	35.6941	53.5411	2,855.52	6,186.97	74,243.72
		STEP F	37.4789	56.2183	2,998.31	6,496.34	77,956.11
		STEP G	39.3527	59.0290	3,148.21	6,821.13	81,853.61
		STEP H	41.3203	61.9804	3,305.62	7,162.18	85,946.22
2213	GIS TECHNICIAN I						
		STEP A	21.1552	31.7328	1,692.41	3,666.90	44,002.81
		STEP B	22.2129	33.3193	1,777.03	3,850.23	46,202.83
		STEP C	23.3236	34.9854	1,865.88	4,042.75	48,513.08
		STEP D	24.4898	36.7347	1,959.18	4,244.89	50,938.78
		STEP E	25.7142	38.5713	2,057.13	4,457.12	53,485.53
		STEP F	27.0000	40.5000	2,160.00	4,680.00	56,160.00
		STEP G	28.3500	42.5250	2,268.00	4,914.00	58,968.00
		STEP H	29.7675	44.6512	2,381.40	5,159.70	61,916.40
2214	GIS TECHNICIAN II						
		STEP A	23.2707	34.9060	1,861.65	4,033.58	48,403.05
		STEP B	24.4342	36.6513	1,954.73	4,235.26	50,823.13
		STEP C	25.6559	38.4838	2,052.47	4,447.02	53,364.27
		STEP D	26.9387	40.4080	2,155.09	4,669.37	56,032.49
		STEP E	28.2857	42.4285	2,262.85	4,902.85	58,834.25
		STEP F	29.7000	44.5500	2,376.00	5,148.00	61,776.00
		STEP G	31.1850	46.7775	2,494.80	5,405.40	64,864.80
		STEP H	32.7442	49.1163	2,619.53	5,675.66	68,107.93

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3401	HOUSING ANALYST I						
		STEP A	26.6686	40.0029	2,133.48	4,622.55	55,470.68
		STEP B	28.0021	42.0031	2,240.16	4,853.69	58,244.36
		STEP C	29.4021	44.1031	2,352.16	5,096.36	61,156.36
		STEP D	30.8721	46.3081	2,469.76	5,351.16	64,213.96
		STEP E	32.4157	48.6235	2,593.25	5,618.72	67,424.65
		STEP F	34.0367	51.0550	2,722.93	5,899.69	70,796.33
		STEP G	35.7385	53.6077	2,859.08	6,194.67	74,336.08
		STEP H	37.5254	56.2881	3,002.03	6,504.40	78,052.83
3402	HOUSING ANALYST II						
		STEP A	29.3354	44.0031	2,346.83	5,084.80	61,017.63
		STEP B	30.8023	46.2034	2,464.18	5,339.06	64,068.78
		STEP C	32.3425	48.5137	2,587.40	5,606.03	67,272.40
		STEP D	33.9595	50.9392	2,716.76	5,886.31	70,635.76
		STEP E	35.6578	53.4867	2,852.62	6,180.68	74,168.22
		STEP F	37.4405	56.1607	2,995.24	6,489.68	77,876.24
		STEP G	39.3128	58.9692	3,145.02	6,814.21	81,770.62
		STEP H	41.2781	61.9171	3,302.24	7,154.87	85,858.44
3591	HOUSING TECHNICIAN I						
		STEP A	20.3504	30.5256	1,628.03	3,527.40	42,328.83
		STEP B	21.3680	32.0520	1,709.44	3,703.78	44,445.44
		STEP C	22.4364	33.6546	1,794.91	3,888.97	46,667.71
		STEP D	23.5582	35.3373	1,884.65	4,083.42	49,001.05
		STEP E	24.7361	37.1041	1,978.88	4,287.59	51,451.08
		STEP F	25.9729	38.9593	2,077.83	4,501.96	54,023.63
		STEP G	27.2715	40.9072	2,181.72	4,727.06	56,724.72
		STEP H	28.6351	42.9526	2,290.80	4,963.41	59,561.00
3592	HOUSING TECHNICIAN II						
		STEP A	22.3877	33.5815	1,791.01	3,880.53	46,566.41
		STEP B	23.5071	35.2606	1,880.56	4,074.56	48,894.76
		STEP C	24.6824	37.0236	1,974.59	4,278.28	51,339.39
		STEP D	25.9165	38.8747	2,073.32	4,492.19	53,906.32
		STEP E	27.2124	40.8186	2,176.99	4,716.81	56,601.79
		STEP F	28.5730	42.8595	2,285.84	4,952.65	59,431.84
		STEP G	30.0016	45.0024	2,400.12	5,200.27	62,403.32
		STEP H	31.5017	47.2525	2,520.13	5,460.29	65,523.53

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3604	INDUSTRIAL WASTE SPECIALIST						
		STEP A	28.1256	42.1884	2,250.04	4,875.10	58,501.24
		STEP B	29.5318	44.2977	2,362.54	5,118.84	61,426.14
		STEP C	31.0084	46.5126	2,480.67	5,374.78	64,497.47
		STEP D	32.5589	48.8383	2,604.71	5,643.54	67,722.51
		STEP E	34.1868	51.2802	2,734.94	5,925.71	71,108.54
		STEP F	35.8961	53.8441	2,871.68	6,221.99	74,663.88
		STEP G	37.6910	56.5365	3,015.28	6,533.10	78,397.28
		STEP H	39.5755	59.3632	3,166.04	6,859.75	82,317.04
3610	INDUSTRIAL WASTE TECHNICIAN						
		STEP A	24.4546	36.6819	1,956.36	4,238.79	50,865.56
		STEP B	25.6773	38.5159	2,054.18	4,450.73	53,408.78
		STEP C	26.9612	40.4418	2,156.89	4,673.27	56,079.29
		STEP D	28.3093	42.4639	2,264.74	4,906.94	58,883.34
		STEP E	29.7247	44.5870	2,377.97	5,152.28	61,827.37
		STEP F	31.2110	46.8165	2,496.88	5,409.90	64,918.88
		STEP G	32.7715	49.1572	2,621.72	5,680.39	68,164.72
		STEP H	34.4101	51.6151	2,752.80	5,964.41	71,573.00
3730	INTERPRETIVE SRVC SPECIALST I						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	21.3189	31.9783	1,705.51	3,695.27	44,343.31
		STEP C	22.3849	33.5773	1,790.79	3,880.04	46,560.59
		STEP D	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP E	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP F	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP G	27.2090	40.8135	2,176.72	4,716.22	56,594.72
		STEP H	28.5694	42.8541	2,285.55	4,952.02	59,424.35
3732	INTERPRETIVE SRVC SPECIALST II						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	23.4508	35.1762	1,876.06	4,064.80	48,777.66
		STEP C	24.6233	36.9349	1,969.86	4,268.03	51,216.46
		STEP D	25.8545	38.7817	2,068.36	4,481.44	53,777.36
		STEP E	27.1472	40.7208	2,171.77	4,705.51	56,466.17
		STEP F	28.5046	42.7569	2,280.36	4,940.79	59,289.56
		STEP G	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP H	31.4263	47.1394	2,514.10	5,447.22	65,366.70

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
5075	IRRIGATION TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.9479	38.9218	2,075.83	4,497.63	53,971.63
		STEP C	27.2452	40.8678	2,179.61	4,722.50	56,670.01
		STEP D	28.6074	42.9111	2,288.59	4,958.61	59,503.39
		STEP E	30.0379	45.0568	2,403.03	5,206.56	62,478.83
		STEP F	31.5397	47.3095	2,523.17	5,466.88	65,602.57
		STEP G	33.1167	49.6750	2,649.33	5,740.22	68,882.73
		STEP H	34.7725	52.1587	2,781.80	6,027.23	72,326.80
3793	IT ANALYST I						
		STEP A	27.9469	41.9203	2,235.75	4,844.12	58,129.55
		STEP B	29.3442	44.0163	2,347.53	5,086.32	61,035.93
		STEP C	30.8113	46.2169	2,464.90	5,340.62	64,087.50
		STEP D	32.3520	48.5280	2,588.16	5,607.68	67,292.16
		STEP E	33.9697	50.9545	2,717.57	5,888.08	70,656.97
		STEP F	35.6682	53.5023	2,853.45	6,182.48	74,189.85
		STEP G	37.4514	56.1771	2,996.11	6,491.57	77,898.91
		STEP H	39.3241	58.9861	3,145.92	6,816.17	81,794.12
3794	IT ANALYST II						
		STEP A	30.7418	46.1127	2,459.34	5,328.57	63,942.94
		STEP B	32.2787	48.4180	2,582.29	5,594.97	67,139.69
		STEP C	33.8927	50.8390	2,711.41	5,874.73	70,496.81
		STEP D	35.5872	53.3808	2,846.97	6,168.44	74,021.37
		STEP E	37.3667	56.0500	2,989.33	6,476.89	77,722.73
		STEP F	39.2352	58.8528	3,138.81	6,800.76	81,609.21
		STEP G	41.1968	61.7952	3,295.74	7,140.77	85,689.34
		STEP H	43.2565	64.8847	3,460.52	7,497.79	89,973.52
3616	IT PLANNING & POLICY TECH						
		STEP A	23.9838	35.9757	1,918.70	4,157.19	49,886.30
		STEP B	25.1830	37.7745	2,014.64	4,365.05	52,380.64
		STEP C	26.4421	39.6631	2,115.36	4,583.29	54,999.56
		STEP D	27.7642	41.6463	2,221.13	4,812.46	57,749.53
		STEP E	29.1524	43.7286	2,332.19	5,053.08	60,636.99
		STEP F	30.6101	45.9151	2,448.80	5,305.75	63,669.00
		STEP G	32.1406	48.2109	2,571.24	5,571.03	66,852.44
		STEP H	33.7476	50.6214	2,699.80	5,849.58	70,195.00

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
3617	IT TECHNICIAN I						
		STEP A	21.7292	32.5938	1,738.33	3,766.39	45,196.73
		STEP B	22.8157	34.2235	1,825.25	3,954.72	47,456.65
		STEP C	23.9565	35.9347	1,916.52	4,152.46	49,829.52
		STEP D	25.1543	37.7314	2,012.34	4,360.07	52,320.94
		STEP E	26.4120	39.6180	2,112.96	4,578.08	54,936.96
		STEP F	27.7326	41.5989	2,218.60	4,806.98	57,683.80
		STEP G	29.1192	43.6788	2,329.53	5,047.32	60,567.93
		STEP H	30.5752	45.8628	2,446.01	5,299.70	63,596.41
3618	IT TECHNICIAN II						
		STEP A	23.9021	35.8531	1,912.16	4,143.03	49,716.36
		STEP B	25.0972	37.6458	2,007.77	4,350.18	52,202.17
		STEP C	26.3520	39.5280	2,108.16	4,567.68	54,812.16
		STEP D	27.6696	41.5044	2,213.56	4,796.06	57,552.76
		STEP E	29.0531	43.5796	2,324.24	5,035.87	60,430.44
		STEP F	30.5058	45.7587	2,440.46	5,287.67	63,452.06
		STEP G	32.0310	48.0465	2,562.48	5,552.04	66,624.48
		STEP H	33.6326	50.4489	2,690.60	5,829.65	69,955.80
3792	JR ENGINEER						
		STEP A	29.2990	43.9485	2,343.92	5,078.49	60,941.92
		STEP B	30.7640	46.1460	2,461.12	5,332.42	63,989.12
		STEP C	32.3022	48.4533	2,584.17	5,599.04	67,188.57
		STEP D	33.9173	50.8759	2,713.38	5,879.00	70,547.98
		STEP E	35.6132	53.4198	2,849.05	6,172.95	74,075.45
		STEP F	37.3938	56.0907	2,991.50	6,481.59	77,779.10
		STEP G	39.2635	58.8952	3,141.08	6,805.67	81,668.08
		STEP H	41.2267	61.8400	3,298.13	7,145.96	85,751.53
4010	LABORATORY TECHNICIAN I						
		STEP A	20.2263	30.3394	1,618.10	3,505.89	42,070.70
		STEP B	21.2377	31.8565	1,699.01	3,681.20	44,174.41
		STEP C	22.2995	33.4492	1,783.96	3,865.24	46,382.96
		STEP D	23.4145	35.1217	1,873.16	4,058.51	48,702.16
		STEP E	24.5852	36.8778	1,966.81	4,261.43	51,137.21
		STEP F	25.8145	38.7217	2,065.16	4,474.51	53,694.16
		STEP G	27.1052	40.6578	2,168.41	4,698.23	56,378.81
		STEP H	28.4605	42.6907	2,276.84	4,933.15	59,197.84

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
4020	LABORATORY TECHNICIAN II						
		STEP A	22.2315	33.3472	1,778.52	3,853.46	46,241.52
		STEP B	23.3431	35.0146	1,867.44	4,046.13	48,553.64
		STEP C	24.5103	36.7654	1,960.82	4,248.45	50,981.42
		STEP D	25.7358	38.6037	2,058.86	4,460.87	53,530.46
		STEP E	27.0226	40.5339	2,161.80	4,683.91	56,207.00
		STEP F	28.3737	42.5605	2,269.89	4,918.10	59,017.29
		STEP G	29.7924	44.6886	2,383.39	5,164.01	61,968.19
		STEP H	31.2820	46.9230	2,502.56	5,422.21	65,066.56
4151	LIBRARIAN I						
		STEP A	22.9630	34.4445	1,837.04	3,980.25	47,763.04
		STEP B	24.1111	36.1666	1,928.88	4,179.25	50,151.08
		STEP C	25.3167	37.9750	2,025.33	4,388.22	52,658.73
		STEP D	26.5825	39.8737	2,126.60	4,607.63	55,291.60
		STEP E	27.9116	41.8674	2,232.92	4,838.01	58,056.12
		STEP F	29.3072	43.9608	2,344.57	5,079.91	60,958.97
		STEP G	30.7726	46.1589	2,461.80	5,333.91	64,007.00
		STEP H	32.3112	48.4668	2,584.89	5,600.60	67,207.29
4152	LIBRARIAN II						
		STEP A	25.2592	37.8888	2,020.73	4,378.26	52,539.13
		STEP B	26.5221	39.7831	2,121.76	4,597.16	55,165.96
		STEP C	27.8482	41.7723	2,227.85	4,827.02	57,924.25
		STEP D	29.2407	43.8610	2,339.25	5,068.38	60,820.65
		STEP E	30.7027	46.0540	2,456.21	5,321.80	63,861.61
		STEP F	32.2378	48.3567	2,579.02	5,587.88	67,054.62
		STEP G	33.8497	50.7745	2,707.97	5,867.28	70,407.37
		STEP H	35.5422	53.3133	2,843.37	6,160.64	73,927.77
4200	LIBRARY ASSISTANT I						
		STEP A	16.3923	24.5884	1,311.38	2,841.33	34,095.98
		STEP B	17.2121	25.8181	1,376.96	2,983.43	35,801.16
		STEP C	18.0726	27.1089	1,445.80	3,132.58	37,591.00
		STEP D	18.9763	28.4644	1,518.10	3,289.22	39,470.70
		STEP E	19.9250	29.8875	1,594.00	3,453.66	41,444.00
		STEP F	20.9213	31.3819	1,673.70	3,626.35	43,516.30
		STEP G	21.9673	32.9509	1,757.38	3,807.66	45,691.98
		STEP H	23.0657	34.5985	1,845.25	3,998.05	47,976.65

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
4210	LIBRARY ASSISTANT II						
		STEP A	18.0316	27.0474	1,442.52	3,125.47	37,505.72
		STEP B	18.9333	28.3999	1,514.66	3,281.77	39,381.26
		STEP C	19.8799	29.8198	1,590.39	3,445.84	41,350.19
		STEP D	20.8738	31.3107	1,669.90	3,618.12	43,417.50
		STEP E	21.9176	32.8764	1,753.40	3,799.05	45,588.60
		STEP F	23.0134	34.5201	1,841.07	3,988.98	47,867.87
		STEP G	24.1641	36.2461	1,933.12	4,188.44	50,261.32
		STEP H	25.3723	38.0584	2,029.78	4,397.86	52,774.38
4250	LIBRARY TECHNICIAN						
		STEP A	21.9609	32.9413	1,756.87	3,806.55	45,678.67
		STEP B	23.0591	34.5886	1,844.72	3,996.91	47,962.92
		STEP C	24.2119	36.3178	1,936.95	4,196.72	50,360.75
		STEP D	25.4226	38.1339	2,033.80	4,406.58	52,879.00
		STEP E	26.6937	40.0405	2,135.49	4,626.90	55,522.89
		STEP F	28.0283	42.0424	2,242.26	4,858.23	58,298.86
		STEP G	29.4298	44.1447	2,354.38	5,101.16	61,213.98
		STEP H	30.9012	46.3518	2,472.09	5,356.20	64,274.49
4516	MARKETING & COMMUNIC ANLYST I						
		STEP A	25.9239	38.8858	2,073.91	4,493.47	53,921.71
		STEP B	27.2201	40.8301	2,177.60	4,718.15	56,617.80
		STEP C	28.5812	42.8718	2,286.49	4,954.07	59,448.89
		STEP D	30.0102	45.0153	2,400.81	5,201.76	62,421.21
		STEP E	31.5107	47.2660	2,520.85	5,461.85	65,542.25
		STEP F	33.0863	49.6294	2,646.90	5,734.95	68,819.50
		STEP G	34.7406	52.1109	2,779.24	6,021.70	72,260.44
		STEP H	36.4776	54.7164	2,918.20	6,322.78	75,873.40
4517	MARKETING & COMMUNIC ANLYST II						
		STEP A	28.5163	42.7744	2,281.30	4,942.82	59,313.90
		STEP B	29.9421	44.9131	2,395.36	5,189.96	62,279.56
		STEP C	31.4392	47.1588	2,515.13	5,449.46	65,393.53
		STEP D	33.0112	49.5168	2,640.89	5,721.94	68,663.29
		STEP E	34.6617	51.9925	2,772.93	6,008.02	72,096.33
		STEP F	36.3948	54.5922	2,911.58	6,308.43	75,701.18
		STEP G	38.2146	57.3219	3,057.16	6,623.86	79,486.36
		STEP H	40.1253	60.1879	3,210.02	6,955.05	83,460.62

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
4500	MECHANIC I						
		STEP A	21.9682	32.9523	1,757.45	3,807.82	45,693.85
		STEP B	23.0668	34.6002	1,845.34	3,998.24	47,978.94
		STEP C	24.2200	36.3300	1,937.60	4,198.13	50,377.60
		STEP D	25.4310	38.1465	2,034.48	4,408.04	52,896.48
		STEP E	26.7027	40.0540	2,136.21	4,628.46	55,541.61
		STEP F	28.0378	42.0567	2,243.02	4,859.88	58,318.62
		STEP G	29.4396	44.1594	2,355.16	5,102.86	61,234.36
		STEP H	30.9116	46.3674	2,472.92	5,358.01	64,296.12
4501	MECHANIC II						
		STEP A	24.1651	36.2476	1,933.20	4,188.61	50,263.40
		STEP B	25.3735	38.0602	2,029.88	4,398.07	52,776.88
		STEP C	26.6422	39.9633	2,131.37	4,617.98	55,415.77
		STEP D	27.9744	41.9616	2,237.95	4,848.89	58,186.75
		STEP E	29.3731	44.0596	2,349.84	5,091.33	61,096.04
		STEP F	30.8418	46.2627	2,467.34	5,345.91	64,150.94
		STEP G	32.3840	48.5760	2,590.72	5,613.22	67,358.72
		STEP H	34.0034	51.0051	2,720.27	5,893.92	70,727.07
4540	METER READER						
		STEP A	19.4909	29.2363	1,559.27	3,378.42	40,541.07
		STEP B	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP C	21.4886	32.2329	1,719.08	3,724.69	44,696.28
		STEP D	22.5631	33.8446	1,805.04	3,910.93	46,931.24
		STEP E	23.6912	35.5368	1,895.29	4,106.47	49,277.69
		STEP F	24.8759	37.3138	1,990.07	4,311.82	51,741.87
		STEP G	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP H	27.4258	41.1387	2,194.06	4,753.80	57,045.66
4534	METER SERVICE WORKER						
		STEP A	20.4653	30.6979	1,637.22	3,547.31	42,567.82
		STEP B	21.4883	32.2324	1,719.06	3,724.63	44,695.66
		STEP C	22.5629	33.8443	1,805.03	3,910.90	46,930.83
		STEP D	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP E	24.8756	37.3134	1,990.04	4,311.77	51,741.24
		STEP F	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP G	27.4251	41.1376	2,194.00	4,753.68	57,044.20
		STEP H	28.7965	43.1947	2,303.72	4,991.39	59,896.72

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
4862	NATURAL RESOURCES TECHNICIAN						
		STEP A	24.1648	36.2472	1,933.18	4,188.56	50,262.78
		STEP B	25.3732	38.0598	2,029.85	4,398.02	52,776.25
		STEP C	26.6417	39.9625	2,131.33	4,617.89	55,414.73
		STEP D	27.9739	41.9608	2,237.91	4,848.80	58,185.71
		STEP E	29.3725	44.0587	2,349.80	5,091.23	61,094.80
		STEP F	30.8413	46.2619	2,467.30	5,345.82	64,149.90
		STEP G	32.3833	48.5749	2,590.66	5,613.10	67,357.26
		STEP H	34.0024	51.0036	2,720.19	5,893.74	70,724.99
4870	NATURAL RESOURCES WKR I						
		STEP A	18.6048	27.9072	1,488.38	3,224.83	38,697.98
		STEP B	19.5351	29.3026	1,562.80	3,386.08	40,633.00
		STEP C	20.5119	30.7678	1,640.95	3,555.39	42,664.75
		STEP D	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP E	22.6143	33.9214	1,809.14	3,919.81	47,037.74
		STEP F	23.7451	35.6176	1,899.60	4,115.81	49,389.80
		STEP G	24.9324	37.3986	1,994.59	4,321.61	51,859.39
		STEP H	26.1789	39.2683	2,094.31	4,537.67	54,452.11
4872	NATURAL RESOURCES WKR II						
		STEP A	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP B	21.4888	32.2332	1,719.10	3,724.72	44,696.70
		STEP C	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP D	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP E	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP F	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP G	27.4258	41.1387	2,194.06	4,753.80	57,045.66
		STEP H	28.7970	43.1955	2,303.76	4,991.48	59,897.76
4956	OFFICE ASSISTANT I						
		STEP A	15.7235	23.5852	1,257.88	2,725.40	32,704.88
		STEP B	16.5098	24.7647	1,320.78	2,861.69	34,340.38
		STEP C	17.3351	26.0026	1,386.80	3,004.75	36,057.00
		STEP D	18.2019	27.3028	1,456.15	3,155.00	37,859.95
		STEP E	19.1122	28.6683	1,528.97	3,312.78	39,753.37
		STEP F	20.0676	30.1014	1,605.40	3,478.38	41,740.60
		STEP G	21.0712	31.6068	1,685.69	3,652.34	43,828.09
		STEP H	22.1245	33.1867	1,769.96	3,834.91	46,018.96

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
4957	OFFICE ASSISTANT II						
		STEP A	17.2957	25.9435	1,383.65	2,997.92	35,975.05
		STEP B	18.1606	27.2409	1,452.84	3,147.83	37,774.04
		STEP C	19.0687	28.6030	1,525.49	3,305.24	39,662.89
		STEP D	20.0221	30.0331	1,601.76	3,470.49	41,645.96
		STEP E	21.0230	31.5345	1,681.84	3,643.98	43,727.84
		STEP F	22.0743	33.1114	1,765.94	3,826.21	45,914.54
		STEP G	23.1781	34.7671	1,854.24	4,017.53	48,210.44
		STEP H	24.3369	36.5053	1,946.95	4,218.39	50,620.75
5070	PARKS MAINTENANCE WORKER I						
		STEP A	17.7189	26.5783	1,417.51	3,071.27	36,855.31
		STEP B	18.6050	27.9075	1,488.40	3,224.86	38,698.40
		STEP C	19.5351	29.3026	1,562.80	3,386.08	40,633.00
		STEP D	20.5120	30.7680	1,640.96	3,555.41	42,664.96
		STEP E	21.5374	32.3061	1,722.99	3,733.14	44,797.79
		STEP F	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP G	23.7451	35.6176	1,899.60	4,115.81	49,389.80
		STEP H	24.9324	37.3986	1,994.59	4,321.61	51,859.39
5080	PARKS MAINTENANCE WORKER II						
		STEP A	19.4909	29.2363	1,559.27	3,378.42	40,541.07
		STEP B	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP C	21.4886	32.2329	1,719.08	3,724.69	44,696.28
		STEP D	22.5631	33.8446	1,805.04	3,910.93	46,931.24
		STEP E	23.6912	35.5368	1,895.29	4,106.47	49,277.69
		STEP F	24.8762	37.3143	1,990.09	4,311.87	51,742.49
		STEP G	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP H	27.4258	41.1387	2,194.06	4,753.80	57,045.66
1278	PARKS PROJECT TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.9479	38.9218	2,075.83	4,497.63	53,971.63
		STEP C	27.2453	40.8679	2,179.62	4,722.51	56,670.22
		STEP D	28.6076	42.9114	2,288.60	4,958.65	59,503.80
		STEP E	30.0380	45.0570	2,403.04	5,206.58	62,479.04
		STEP F	31.5399	47.3098	2,523.19	5,466.91	65,602.99
		STEP G	33.1169	49.6753	2,649.35	5,740.26	68,883.15
		STEP H	34.7727	52.1590	2,781.81	6,027.26	72,327.21

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
5045	PARKS, REC & LIBRARIES TECH						
		STEP A	22.5961	33.8941	1,807.68	3,916.65	46,999.88
		STEP B	23.7260	35.5890	1,898.08	4,112.50	49,350.08
		STEP C	24.9122	37.3683	1,992.97	4,318.11	51,817.37
		STEP D	26.1578	39.2367	2,092.62	4,534.01	54,408.22
		STEP E	27.4657	41.1985	2,197.25	4,760.72	57,128.65
		STEP F	28.8389	43.2583	2,307.11	4,998.74	59,984.91
		STEP G	30.2809	45.4213	2,422.47	5,248.68	62,984.27
		STEP H	31.7949	47.6923	2,543.59	5,511.11	66,133.39
5245	PERMIT ANALYST						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	32.5196	48.7794	2,601.56	5,636.73	67,640.76
		STEP C	34.1458	51.2187	2,731.66	5,918.60	71,023.26
		STEP D	35.8531	53.7796	2,868.24	6,214.53	74,574.44
		STEP E	37.6456	56.4684	3,011.64	6,525.23	78,302.84
		STEP F	39.5280	59.2920	3,162.24	6,851.52	82,218.24
		STEP G	41.5043	62.2564	3,320.34	7,194.07	86,328.94
		STEP H	43.5794	65.3691	3,486.35	7,553.76	90,645.15
5277	PERMITS TECHNICIAN I						
		STEP A	21.9680	32.9520	1,757.44	3,807.78	45,693.44
		STEP B	23.0665	34.5997	1,845.32	3,998.19	47,978.32
		STEP C	24.2197	36.3295	1,937.57	4,198.08	50,376.97
		STEP D	25.4308	38.1462	2,034.46	4,408.00	52,896.06
		STEP E	26.7024	40.0536	2,136.19	4,628.41	55,540.99
		STEP F	28.0376	42.0564	2,243.00	4,859.85	58,318.20
		STEP G	29.4393	44.1589	2,355.14	5,102.81	61,233.74
		STEP H	30.9113	46.3669	2,472.90	5,357.95	64,295.50
5279	PERMITS TECHNICIAN II						
		STEP A	24.1648	36.2472	1,933.18	4,188.56	50,262.78
		STEP B	25.3732	38.0598	2,029.85	4,398.02	52,776.25
		STEP C	26.6417	39.9625	2,131.33	4,617.89	55,414.73
		STEP D	27.9739	41.9608	2,237.91	4,848.80	58,185.71
		STEP E	29.3725	44.0587	2,349.80	5,091.23	61,094.80
		STEP F	30.8413	46.2619	2,467.30	5,345.82	64,149.90
		STEP G	32.3833	48.5749	2,590.66	5,613.10	67,357.26
		STEP H	34.0024	51.0036	2,720.19	5,893.74	70,724.99

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
5560	PROJECT COORDINATOR						
		STEP A	28.9983	43.4974	2,319.86	5,026.37	60,316.46
		STEP B	30.4482	45.6723	2,435.85	5,277.68	63,332.25
		STEP C	31.9706	47.9559	2,557.64	5,541.57	66,498.84
		STEP D	33.5691	50.3536	2,685.52	5,818.64	69,823.72
		STEP E	35.2476	52.8714	2,819.80	6,109.58	73,315.00
		STEP F	37.0100	55.5150	2,960.80	6,415.06	76,980.80
		STEP G	38.8605	58.2907	3,108.84	6,735.82	80,829.84
		STEP H	40.8035	61.2052	3,264.28	7,072.60	84,871.28
6121	RECREATION COORDINATOR I						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	21.3189	31.9783	1,705.51	3,695.27	44,343.31
		STEP C	22.3849	33.5773	1,790.79	3,880.04	46,560.59
		STEP D	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP E	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP F	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP G	27.2090	40.8135	2,176.72	4,716.22	56,594.72
		STEP H	28.5694	42.8541	2,285.55	4,952.02	59,424.35
6122	RECREATION COORDINATOR II						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	23.4508	35.1762	1,876.06	4,064.80	48,777.66
		STEP C	24.6233	36.9349	1,969.86	4,268.03	51,216.46
		STEP D	25.8545	38.7817	2,068.36	4,481.44	53,777.36
		STEP E	27.1472	40.7208	2,171.77	4,705.51	56,466.17
		STEP F	28.5046	42.7569	2,280.36	4,940.79	59,289.56
		STEP G	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP H	31.4263	47.1394	2,514.10	5,447.22	65,366.70
8304	RECREATION LEADER						
		STEP A	17.2957	25.9435	1,383.65	2,997.92	35,975.05
		STEP B	18.1606	27.2409	1,452.84	3,147.83	37,774.04
		STEP C	19.0687	28.6030	1,525.49	3,305.24	39,662.89
		STEP D	20.0221	30.0331	1,601.76	3,470.49	41,645.96
		STEP E	21.0230	31.5345	1,681.84	3,643.98	43,727.84
		STEP F	22.0743	33.1114	1,765.94	3,826.21	45,914.54
		STEP G	23.1781	34.7671	1,854.24	4,017.53	48,210.44
		STEP H	24.3369	36.5053	1,946.95	4,218.39	50,620.75

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
6150	RECYCLING & ORGANICS COORDNTR						
		STEP A	26.5678	39.8517	2,125.42	4,605.08	55,261.02
		STEP B	27.8963	41.8444	2,231.70	4,835.35	58,024.30
		STEP C	29.2910	43.9365	2,343.28	5,077.10	60,925.28
		STEP D	30.7557	46.1335	2,460.45	5,330.98	63,971.85
		STEP E	32.2934	48.4401	2,583.47	5,597.52	67,170.27
		STEP F	33.9081	50.8621	2,712.64	5,877.40	70,528.84
		STEP G	35.6035	53.4052	2,848.28	6,171.27	74,055.28
		STEP H	37.3837	56.0755	2,990.69	6,479.84	77,758.09
6225	REFUSE MAINTENANCE WORKER I						
		STEP A	17.1728	25.7592	1,373.82	2,976.61	35,719.42
		STEP B	18.0315	27.0472	1,442.52	3,125.46	37,505.52
		STEP C	18.9332	28.3998	1,514.65	3,281.75	39,381.05
		STEP D	19.8798	29.8197	1,590.38	3,445.83	41,349.98
		STEP E	20.8737	31.3105	1,669.89	3,618.10	43,417.29
		STEP F	21.9175	32.8762	1,753.40	3,799.03	45,588.40
		STEP G	23.0133	34.5199	1,841.06	3,988.97	47,867.66
		STEP H	24.1639	36.2458	1,933.11	4,188.40	50,260.91
6226	REFUSE MAINTENANCE WORKER II						
		STEP A	20.4653	30.6979	1,637.22	3,547.31	42,567.82
		STEP B	21.4883	32.2324	1,719.06	3,724.63	44,695.66
		STEP C	22.5629	33.8443	1,805.03	3,910.90	46,930.83
		STEP D	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP E	24.8756	37.3134	1,990.04	4,311.77	51,741.24
		STEP F	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP G	27.4251	41.1376	2,194.00	4,753.68	57,044.20
		STEP H	28.7965	43.1947	2,303.72	4,991.39	59,896.72
6302	REFUSE TRUCK DRIVER I						
		STEP A	18.3278	27.4917	1,466.22	3,176.81	38,121.82
		STEP B	19.2441	28.8661	1,539.52	3,335.64	40,027.72
		STEP C	20.2064	30.3096	1,616.51	3,502.44	42,029.31
		STEP D	21.2168	31.8252	1,697.34	3,677.57	44,130.94
		STEP E	22.2776	33.4164	1,782.20	3,861.45	46,337.40
		STEP F	23.3916	35.0874	1,871.32	4,054.54	48,654.52
		STEP G	24.5611	36.8416	1,964.88	4,257.25	51,087.08
		STEP H	25.7891	38.6836	2,063.12	4,470.11	53,641.32

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
6304	REFUSE TRUCK DRIVER II						
		STEP A	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP B	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP C	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP D	24.8763	37.3144	1,990.10	4,311.89	51,742.70
		STEP E	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP F	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP G	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP H	30.2371	45.3556	2,418.96	5,241.09	62,893.16
7324	SOLID WASTE BILLING TECH						
		STEP A	20.8535	31.2802	1,668.28	3,614.60	43,375.28
		STEP B	21.8960	32.8440	1,751.68	3,795.30	45,543.68
		STEP C	22.9912	34.4868	1,839.29	3,985.14	47,821.69
		STEP D	24.1404	36.2106	1,931.23	4,184.33	50,212.03
		STEP E	25.3474	38.0211	2,027.79	4,393.54	52,722.59
		STEP F	26.6150	39.9225	2,129.20	4,613.26	55,359.20
		STEP G	27.9457	41.9185	2,235.65	4,843.92	58,127.05
		STEP H	29.3427	44.0140	2,347.41	5,086.06	61,032.81
7117	SR BUILDING INSPECTOR						
		STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	31.6049	47.4073	2,528.39	5,478.18	65,738.19
		STEP C	33.1852	49.7778	2,654.81	5,752.10	69,025.21
		STEP D	34.8444	52.2666	2,787.55	6,039.69	72,476.35
		STEP E	36.5866	54.8799	2,926.92	6,341.67	76,100.12
		STEP F	38.4160	57.6240	3,073.28	6,658.77	79,905.28
		STEP G	40.3368	60.5052	3,226.94	6,991.71	83,900.54
		STEP H	42.3536	63.5304	3,388.28	7,341.29	88,095.48
7119	SR BUILDING MAINTENANCE WKR						
		STEP A	25.1326	37.6989	2,010.60	4,356.31	52,275.80
		STEP B	26.3892	39.5838	2,111.13	4,574.12	54,889.53
		STEP C	27.7087	41.5630	2,216.69	4,802.84	57,634.09
		STEP D	29.0941	43.6411	2,327.52	5,042.97	60,515.72
		STEP E	30.5488	45.8232	2,443.90	5,295.12	63,541.50
		STEP F	32.0763	48.1144	2,566.10	5,559.89	66,718.70
		STEP G	33.6801	50.5201	2,694.40	5,837.88	70,054.60
		STEP H	35.3641	53.0461	2,829.12	6,129.77	73,557.32

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7195	SR BUILDING PLANS EXAMINER						
		STEP A	31.1606	46.7409	2,492.84	5,401.17	64,814.04
		STEP B	32.7186	49.0779	2,617.48	5,671.22	68,054.68
		STEP C	34.3546	51.5319	2,748.36	5,954.79	71,457.56
		STEP D	36.0723	54.1084	2,885.78	6,252.53	75,030.38
		STEP E	37.8759	56.8138	3,030.07	6,565.15	78,781.87
		STEP F	39.7697	59.6545	3,181.57	6,893.41	82,720.97
		STEP G	41.7582	62.6373	3,340.65	7,238.08	86,857.05
		STEP H	43.8461	65.7691	3,507.68	7,599.99	91,199.88
7139	SR BUYER						
		STEP A	26.0604	39.0906	2,084.83	4,517.13	54,205.63
		STEP B	27.3634	41.0451	2,189.07	4,742.98	56,915.87
		STEP C	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP D	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP E	31.6766	47.5149	2,534.12	5,490.61	65,887.32
		STEP F	33.2605	49.8907	2,660.84	5,765.15	69,181.84
		STEP G	34.9235	52.3852	2,793.88	6,053.40	72,640.88
		STEP H	36.6696	55.0044	2,933.56	6,356.06	76,272.76
7134	SR CODE ENFORCEMENT INSPECTOR						
		STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	31.6049	47.4073	2,528.39	5,478.18	65,738.19
		STEP C	33.1852	49.7778	2,654.81	5,752.10	69,025.21
		STEP D	34.8444	52.2666	2,787.55	6,039.69	72,476.35
		STEP E	36.5866	54.8799	2,926.92	6,341.67	76,100.12
		STEP F	38.4160	57.6240	3,073.28	6,658.77	79,905.28
		STEP G	40.3368	60.5052	3,226.94	6,991.71	83,900.54
		STEP H	42.3536	63.5304	3,388.28	7,341.29	88,095.48
7121	SR CONSTRUCTION INSPECTOR						
		STEP A	28.9983	43.4974	2,319.86	5,026.37	60,316.46
		STEP B	30.4482	45.6723	2,435.85	5,277.68	63,332.25
		STEP C	31.9706	47.9559	2,557.64	5,541.57	66,498.84
		STEP D	33.5691	50.3536	2,685.52	5,818.64	69,823.72
		STEP E	35.2476	52.8714	2,819.80	6,109.58	73,315.00
		STEP F	37.0100	55.5150	2,960.80	6,415.06	76,980.80
		STEP G	38.8605	58.2907	3,108.84	6,735.82	80,829.84
		STEP H	40.8035	61.2052	3,264.28	7,072.60	84,871.28

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7144	SR CUSTODIAN						
		STEP A	19.1617	28.7425	1,532.93	3,321.36	39,856.33
		STEP B	20.1198	30.1797	1,609.58	3,487.43	41,849.18
		STEP C	21.1256	31.6884	1,690.04	3,661.77	43,941.24
		STEP D	22.1819	33.2728	1,774.55	3,844.86	46,138.35
		STEP E	23.2909	34.9363	1,863.27	4,037.08	48,445.07
		STEP F	24.4556	36.6834	1,956.44	4,238.97	50,867.64
		STEP G	25.6784	38.5176	2,054.27	4,450.92	53,411.07
		STEP H	26.9623	40.4434	2,156.98	4,673.46	56,081.58
7162	SR ENGINEERING TECHNICIAN						
		STEP A	25.5916	38.3874	2,047.32	4,435.87	53,230.52
		STEP B	26.8711	40.3066	2,149.68	4,657.65	55,891.88
		STEP C	28.2147	42.3220	2,257.17	4,890.54	58,686.57
		STEP D	29.6254	44.4381	2,370.03	5,135.06	61,620.83
		STEP E	31.1067	46.6600	2,488.53	5,391.82	64,701.93
		STEP F	32.6620	48.9930	2,612.96	5,661.41	67,936.96
		STEP G	34.2951	51.4426	2,743.60	5,944.48	71,333.80
		STEP H	36.0099	54.0148	2,880.79	6,241.71	74,900.59
7146	SR FINANCE CLERK						
		STEP A	19.9737	29.9605	1,597.89	3,462.10	41,545.29
		STEP B	20.9724	31.4586	1,677.79	3,635.21	43,622.59
		STEP C	22.0211	33.0316	1,761.68	3,816.99	45,803.88
		STEP D	23.1221	34.6831	1,849.76	4,007.83	48,093.96
		STEP E	24.2782	36.4173	1,942.25	4,208.22	50,498.65
		STEP F	25.4921	38.2381	2,039.36	4,418.63	53,023.56
		STEP G	26.7666	40.1499	2,141.32	4,639.54	55,674.52
		STEP H	28.1051	42.1576	2,248.40	4,871.55	58,458.60
7147	SR FINANCE TECHNICIAN						
		STEP A	22.9387	34.4080	1,835.09	3,976.04	47,712.49
		STEP B	24.0857	36.1285	1,926.85	4,174.85	50,098.25
		STEP C	25.2900	37.9350	2,023.20	4,383.60	52,603.20
		STEP D	26.5546	39.8319	2,124.36	4,602.79	55,233.56
		STEP E	27.8823	41.8234	2,230.58	4,832.93	57,995.18
		STEP F	29.2764	43.9146	2,342.11	5,074.57	60,894.91
		STEP G	30.7400	46.1100	2,459.20	5,328.26	63,939.20
		STEP H	32.2771	48.4156	2,582.16	5,594.69	67,136.36

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7148	SR HOUSING TECHNICIAN						
		STEP A	24.5598	36.8397	1,964.78	4,257.03	51,084.38
		STEP B	25.7878	38.6817	2,063.02	4,469.88	53,638.62
		STEP C	27.0772	40.6158	2,166.17	4,693.38	56,320.57
		STEP D	28.4310	42.6465	2,274.48	4,928.04	59,136.48
		STEP E	29.8526	44.7789	2,388.20	5,174.45	62,093.40
		STEP F	31.3452	47.0178	2,507.61	5,433.16	65,198.01
		STEP G	32.9125	49.3687	2,633.00	5,704.83	68,458.00
		STEP H	34.5581	51.8371	2,764.64	5,990.07	71,880.84
3733	SR INTERPRETIVE SRVCS	SPECIAL					
		STEP A	24.4298	36.6447	1,954.38	4,234.49	50,813.98
		STEP B	25.6514	38.4771	2,052.11	4,446.24	53,354.91
		STEP C	26.9339	40.4008	2,154.71	4,668.54	56,022.51
		STEP D	28.2806	42.4209	2,262.44	4,901.97	58,823.64
		STEP E	29.6946	44.5419	2,375.56	5,147.06	61,764.76
		STEP F	31.1794	46.7691	2,494.35	5,404.42	64,853.15
		STEP G	32.7383	49.1074	2,619.06	5,674.63	68,095.66
		STEP H	34.3752	51.5628	2,750.01	5,958.36	71,500.41
7149	SR IT TECHNICIAN						
		STEP A	26.2922	39.4383	2,103.37	4,557.31	54,687.77
		STEP B	27.6068	41.4102	2,208.54	4,785.17	57,422.14
		STEP C	28.9872	43.4808	2,318.97	5,024.44	60,293.37
		STEP D	30.4365	45.6547	2,434.92	5,275.66	63,307.92
		STEP E	31.9584	47.9376	2,556.67	5,539.45	66,473.47
		STEP F	33.5563	50.3344	2,684.50	5,816.42	69,797.10
		STEP G	35.2341	52.8511	2,818.72	6,107.24	73,286.92
		STEP H	36.9958	55.4937	2,959.66	6,412.60	76,951.26
7189	SR MECHANIC						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.9109	41.8663	2,232.87	4,837.88	58,054.67
		STEP C	29.3065	43.9597	2,344.52	5,079.79	60,957.52
		STEP D	30.7716	46.1574	2,461.72	5,333.74	64,004.92
		STEP E	32.3103	48.4654	2,584.82	5,600.45	67,205.42
		STEP F	33.9259	50.8888	2,714.07	5,880.48	70,565.87
		STEP G	35.6222	53.4333	2,849.77	6,174.51	74,094.17
		STEP H	37.4032	56.1048	2,992.25	6,483.22	77,798.65

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7200	SR METER SERVICE WORKER						
		STEP A	22.5118	33.7677	1,800.94	3,902.04	46,824.54
		STEP B	23.6374	35.4561	1,890.99	4,097.14	49,165.79
		STEP C	24.8190	37.2285	1,985.52	4,301.96	51,623.52
		STEP D	26.0603	39.0904	2,084.82	4,517.11	54,205.42
		STEP E	27.3632	41.0448	2,189.05	4,742.95	56,915.45
		STEP F	28.7314	43.0971	2,298.51	4,980.10	59,761.31
		STEP G	30.1679	45.2518	2,413.43	5,229.10	62,749.23
		STEP H	31.6763	47.5144	2,534.10	5,490.55	65,886.70
7154	SR NATURAL RESOURCES WORKER						
		STEP A	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP B	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP C	24.8761	37.3141	1,990.08	4,311.85	51,742.28
		STEP D	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP E	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP F	28.7972	43.1958	2,303.77	4,991.51	59,898.17
		STEP G	30.2370	45.3555	2,418.96	5,241.08	62,892.96
		STEP H	31.7488	47.6232	2,539.90	5,503.12	66,037.50
7192	SR PARKS MAINTENANCE WORKER						
		STEP A	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP B	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP C	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP D	24.8763	37.3144	1,990.10	4,311.89	51,742.70
		STEP E	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP F	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP G	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP H	30.2371	45.3556	2,418.96	5,241.09	62,893.16
1502	SR PERMITS TECHNICIAN						
		STEP A	24.2582	36.3873	1,940.65	4,204.75	50,457.05
		STEP B	25.4711	38.2066	2,037.68	4,414.99	52,979.88
		STEP C	26.7446	40.1169	2,139.56	4,635.73	55,628.76
		STEP D	28.0818	42.1227	2,246.54	4,867.51	58,410.14
		STEP E	29.4859	44.2288	2,358.87	5,110.88	61,330.67
		STEP F	30.9602	46.4403	2,476.81	5,366.43	64,397.21
		STEP G	32.5082	48.7623	2,600.65	5,634.75	67,617.05
		STEP H	34.1337	51.2005	2,730.69	5,916.50	70,998.09

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7129	SR REFUSE TRUCK DRIVER						
		STEP A	23.6911	35.5366	1,895.28	4,106.45	49,277.48
		STEP B	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP C	26.1195	39.1792	2,089.56	4,527.38	54,328.56
		STEP D	27.4255	41.1382	2,194.04	4,753.75	57,045.04
		STEP E	28.7967	43.1950	2,303.73	4,991.42	59,897.13
		STEP F	30.2365	45.3547	2,418.92	5,240.99	62,891.92
		STEP G	31.7484	47.6226	2,539.87	5,503.05	66,036.67
		STEP H	33.3358	50.0037	2,666.86	5,778.20	69,338.46
1279	SR SOLID WASTE BILLING TECH						
		STEP A	22.9387	34.4080	1,835.09	3,976.04	47,712.49
		STEP B	24.0856	36.1284	1,926.84	4,174.83	50,098.04
		STEP C	25.2899	37.9348	2,023.19	4,383.58	52,602.99
		STEP D	26.5544	39.8316	2,124.35	4,602.76	55,233.15
		STEP E	27.8821	41.8231	2,230.56	4,832.89	57,994.76
		STEP F	29.2762	43.9143	2,342.09	5,074.54	60,894.49
		STEP G	30.7400	46.1100	2,459.20	5,328.26	63,939.20
		STEP H	32.2770	48.4155	2,582.16	5,594.68	67,136.16
7187	SR STREET MAINTENANCE WORKER						
		STEP A	22.9407	34.4110	1,835.25	3,976.38	47,716.65
		STEP B	24.0878	36.1317	1,927.02	4,175.21	50,102.62
		STEP C	25.2921	37.9381	2,023.36	4,383.96	52,607.56
		STEP D	26.5568	39.8352	2,124.54	4,603.17	55,238.14
		STEP E	27.8846	41.8269	2,230.76	4,833.33	57,999.96
		STEP F	29.2788	43.9182	2,342.30	5,074.99	60,899.90
		STEP G	30.7428	46.1142	2,459.42	5,328.75	63,945.02
		STEP H	32.2799	48.4198	2,582.39	5,595.18	67,142.19
7201	SR TREE TRIMMER						
		STEP A	22.5120	33.7680	1,800.96	3,902.08	46,824.96
		STEP B	23.6376	35.4564	1,891.00	4,097.18	49,166.20
		STEP C	24.8194	37.2291	1,985.55	4,302.02	51,624.35
		STEP D	26.0605	39.0907	2,084.84	4,517.15	54,205.84
		STEP E	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP F	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP G	30.1681	45.2521	2,413.44	5,229.13	62,749.64
		STEP H	31.6767	47.5150	2,534.13	5,490.62	65,887.53

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7203	SR WAREHOUSE WORKER						
		STEP A	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP B	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP C	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP D	24.8763	37.3144	1,990.10	4,311.89	51,742.70
		STEP E	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP F	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP G	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP H	30.2371	45.3556	2,418.96	5,241.09	62,893.16
7525	STREET MAINT WORKER I						
		STEP A	18.9612	28.4418	1,516.89	3,286.60	39,439.29
		STEP B	19.9093	29.8639	1,592.74	3,450.94	41,411.34
		STEP C	20.9047	31.3570	1,672.37	3,623.48	43,481.77
		STEP D	21.9499	32.9248	1,755.99	3,804.64	45,655.79
		STEP E	23.0474	34.5711	1,843.79	3,994.88	47,938.59
		STEP F	24.1998	36.2997	1,935.98	4,194.63	50,335.58
		STEP G	25.4098	38.1147	2,032.78	4,404.36	52,852.38
		STEP H	26.6803	40.0204	2,134.42	4,624.58	55,495.02
7530	STREET MAINT WORKER II						
		STEP A	20.8573	31.2859	1,668.58	3,615.26	43,383.18
		STEP B	21.9002	32.8503	1,752.01	3,796.03	45,552.41
		STEP C	22.9952	34.4928	1,839.61	3,985.83	47,830.01
		STEP D	24.1449	36.2173	1,931.59	4,185.11	50,221.39
		STEP E	25.3522	38.0283	2,028.17	4,394.38	52,732.57
		STEP F	26.6198	39.9297	2,129.58	4,614.09	55,369.18
		STEP G	27.9508	41.9262	2,236.06	4,844.80	58,137.66
		STEP H	29.3483	44.0224	2,347.86	5,087.03	61,044.46
7540	STREET SWEEPER OPERATOR						
		STEP A	21.8977	32.8465	1,751.81	3,795.60	45,547.21
		STEP B	22.9926	34.4889	1,839.40	3,985.38	47,824.60
		STEP C	24.1422	36.2133	1,931.37	4,184.64	50,215.77
		STEP D	25.3494	38.0241	2,027.95	4,393.89	52,726.75
		STEP E	26.6168	39.9252	2,129.34	4,613.57	55,362.94
		STEP F	27.9477	41.9215	2,235.81	4,844.26	58,131.21
		STEP G	29.3450	44.0175	2,347.60	5,086.46	61,037.60
		STEP H	30.8123	46.2184	2,464.98	5,340.79	64,089.58

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1503	TREE TRIMMER I						
		STEP A	18.6048	27.9072	1,488.38	3,224.83	38,697.98
		STEP B	19.5350	29.3025	1,562.80	3,386.06	40,632.80
		STEP C	20.5118	30.7677	1,640.94	3,555.37	42,664.54
		STEP D	21.5374	32.3061	1,722.99	3,733.14	44,797.79
		STEP E	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP F	23.7450	35.6175	1,899.60	4,115.80	49,389.60
		STEP G	24.9322	37.3983	1,994.57	4,321.58	51,858.97
		STEP H	26.1788	39.2682	2,094.30	4,537.65	54,451.90
1504	TREE TRIMMER II						
		STEP A	20.4654	30.6981	1,637.23	3,547.33	42,568.03
		STEP B	21.4885	32.2327	1,719.08	3,724.67	44,696.08
		STEP C	22.5631	33.8446	1,805.04	3,910.93	46,931.24
		STEP D	23.6911	35.5366	1,895.28	4,106.45	49,277.48
		STEP E	24.8758	37.3137	1,990.06	4,311.80	51,741.66
		STEP F	26.1197	39.1795	2,089.57	4,527.41	54,328.97
		STEP G	27.4257	41.1385	2,194.05	4,753.78	57,045.45
		STEP H	28.7967	43.1950	2,303.73	4,991.42	59,897.13
8938	VEHICLE MAINT PARTS BUYER						
		STEP A	21.4854	32.2281	1,718.83	3,724.13	44,689.63
		STEP B	22.5596	33.8394	1,804.76	3,910.33	46,923.96
		STEP C	23.6879	35.5318	1,895.03	4,105.90	49,270.83
		STEP D	24.8722	37.3083	1,989.77	4,311.18	51,734.17
		STEP E	26.1160	39.1740	2,089.28	4,526.77	54,321.28
		STEP F	27.4215	41.1322	2,193.72	4,753.06	57,036.72
		STEP G	28.7926	43.1889	2,303.40	4,990.71	59,888.60
		STEP H	30.2322	45.3483	2,418.57	5,240.24	62,882.97
8940	VEHICLE MAINT SERVICEWRITER						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.9109	41.8663	2,232.87	4,837.88	58,054.67
		STEP C	29.3065	43.9597	2,344.52	5,079.79	60,957.52
		STEP D	30.7716	46.1574	2,461.72	5,333.74	64,004.92
		STEP E	32.3103	48.4654	2,584.82	5,600.45	67,205.42
		STEP F	33.9259	50.8888	2,714.07	5,880.48	70,565.87
		STEP G	35.6222	53.4333	2,849.77	6,174.51	74,094.17
		STEP H	37.4032	56.1048	2,992.25	6,483.22	77,798.65

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
8426	VIDEO AND MULTIMEDIA TECH						
		STEP A	21.7659	32.6488	1,741.27	3,772.75	45,273.07
		STEP B	22.8542	34.2813	1,828.33	3,961.39	47,536.73
		STEP C	23.9969	35.9953	1,919.75	4,159.46	49,913.55
		STEP D	25.1968	37.7952	2,015.74	4,367.44	52,409.34
		STEP E	26.4566	39.6849	2,116.52	4,585.81	55,029.72
		STEP F	27.7794	41.6691	2,222.35	4,815.09	57,781.15
		STEP G	29.1684	43.7526	2,333.47	5,055.85	60,670.27
		STEP H	30.6268	45.9402	2,450.14	5,308.64	63,703.74
8951	WAREHOUSE WORKER I						
		STEP A	17.1728	25.7592	1,373.82	2,976.61	35,719.42
		STEP B	18.0315	27.0472	1,442.52	3,125.46	37,505.52
		STEP C	18.9332	28.3998	1,514.65	3,281.75	39,381.05
		STEP D	19.8798	29.8197	1,590.38	3,445.83	41,349.98
		STEP E	20.8737	31.3105	1,669.89	3,618.10	43,417.29
		STEP F	21.9175	32.8762	1,753.40	3,799.03	45,588.40
		STEP G	23.0133	34.5199	1,841.06	3,988.97	47,867.66
		STEP H	24.1639	36.2458	1,933.11	4,188.40	50,260.91
8952	WAREHOUSE WORKER II						
		STEP A	19.4909	29.2363	1,559.27	3,378.42	40,541.07
		STEP B	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP C	21.4886	32.2329	1,719.08	3,724.69	44,696.28
		STEP D	22.5631	33.8446	1,805.04	3,910.93	46,931.24
		STEP E	23.6912	35.5368	1,895.29	4,106.47	49,277.69
		STEP F	24.8759	37.3138	1,990.07	4,311.82	51,741.87
		STEP G	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP H	27.4258	41.1387	2,194.06	4,753.80	57,045.66
9200	WATER TRMT PLT OPR GD I 24HR						
		STEP A	14.6176	21.9264	1,637.17	3,547.20	42,566.45
		STEP B	15.3487	23.0230	1,719.05	3,724.61	44,695.41
		STEP C	16.1158	24.1737	1,804.96	3,910.76	46,929.20
		STEP D	16.9217	25.3825	1,895.23	4,106.33	49,275.99
		STEP E	17.7680	26.6520	1,990.01	4,311.70	51,740.41
		STEP F	18.6562	27.9843	2,089.49	4,527.23	54,326.85
		STEP G	19.5891	29.3836	2,193.97	4,753.62	57,043.45
		STEP H	20.5684	30.8526	2,303.66	4,991.26	59,895.18

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
9232	WATER TRMT PLT OPR GD I 8HR						
		STEP A	20.4648	30.6972	1,637.18	3,547.23	42,566.78
		STEP B	21.4880	32.2320	1,719.04	3,724.58	44,695.04
		STEP C	22.5625	33.8437	1,805.00	3,910.83	46,930.00
		STEP D	23.6906	35.5359	1,895.24	4,106.37	49,276.44
		STEP E	24.8752	37.3128	1,990.01	4,311.70	51,740.41
		STEP F	26.1189	39.1783	2,089.51	4,527.27	54,327.31
		STEP G	27.4248	41.1372	2,193.98	4,753.63	57,043.58
		STEP H	28.7962	43.1943	2,303.69	4,991.34	59,896.09
9210	WATER TRMT PLT OPR GD II 24HR						
		STEP A	16.1303	24.1954	1,806.59	3,914.28	46,971.43
		STEP B	16.9368	25.4052	1,896.92	4,110.00	49,319.96
		STEP C	17.7836	26.6754	1,991.76	4,315.48	51,785.84
		STEP D	18.6727	28.0090	2,091.34	4,531.24	54,374.90
		STEP E	19.6065	29.4097	2,195.92	4,757.84	57,094.12
		STEP F	20.5867	30.8800	2,305.71	4,995.70	59,948.47
		STEP G	21.6160	32.4240	2,420.99	5,245.48	62,945.79
		STEP H	22.6969	34.0453	2,542.05	5,507.78	66,093.37
9234	WATER TRMT PLT OPR GD II 8HR						
		STEP A	22.5823	33.8734	1,806.58	3,914.26	46,971.18
		STEP B	23.7115	35.5672	1,896.92	4,109.99	49,319.92
		STEP C	24.8972	37.3458	1,991.77	4,315.51	51,786.17
		STEP D	26.1420	39.2130	2,091.36	4,531.28	54,375.36
		STEP E	27.4492	41.1738	2,195.93	4,757.86	57,094.33
		STEP F	28.8220	43.2330	2,305.76	4,995.81	59,949.76
		STEP G	30.2632	45.3948	2,421.05	5,245.62	62,947.45
		STEP H	31.7761	47.6641	2,542.08	5,507.85	66,094.28
9230	WATER TRMT PLT OPR GD III 24HR						
		STEP A	20.5693	30.8539	2,303.76	4,991.48	59,897.80
		STEP B	21.5980	32.3970	2,418.97	5,241.11	62,893.37
		STEP C	22.6777	34.0165	2,539.90	5,503.12	66,037.46
		STEP D	23.8114	35.7171	2,666.87	5,778.23	69,338.79
		STEP E	25.0021	37.5031	2,800.23	6,067.17	72,806.11
		STEP F	26.2524	39.3786	2,940.26	6,370.58	76,446.98
		STEP G	27.5650	41.3475	3,087.28	6,689.10	80,269.28
		STEP H	28.9429	43.4143	3,241.60	7,023.47	84,281.72

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
9229	WATER TRMT PLT OPR GD III 8HR						
		STEP A	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP B	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP C	30.2370	45.3555	2,418.96	5,241.08	62,892.96
		STEP D	31.7488	47.6232	2,539.90	5,503.12	66,037.50
		STEP E	33.3363	50.0044	2,666.90	5,778.29	69,339.50
		STEP F	35.0033	52.5049	2,800.26	6,067.23	72,806.86
		STEP G	36.7533	55.1299	2,940.26	6,370.57	76,446.86
		STEP H	38.5911	57.8866	3,087.28	6,689.12	80,269.48
9000	WSTWTR TRMT PLT OPR GD I						
		STEP A	20.4649	30.6973	1,637.19	3,547.24	42,566.99
		STEP B	21.4881	32.2321	1,719.04	3,724.60	44,695.24
		STEP C	22.5627	33.8440	1,805.01	3,910.86	46,930.41
		STEP D	23.6908	35.5362	1,895.26	4,106.40	49,276.86
		STEP E	24.8754	37.3131	1,990.03	4,311.73	51,740.83
		STEP F	26.1190	39.1785	2,089.52	4,527.29	54,327.52
		STEP G	27.4249	41.1373	2,193.99	4,753.64	57,043.79
		STEP H	28.7962	43.1943	2,303.69	4,991.34	59,896.09
9010	WSTWTR TRMT PLT OPR GD II						
		STEP A	22.5825	33.8737	1,806.60	3,914.30	46,971.60
		STEP B	23.7115	35.5672	1,896.92	4,109.99	49,319.92
		STEP C	24.8972	37.3458	1,991.77	4,315.51	51,786.17
		STEP D	26.1419	39.2128	2,091.35	4,531.26	54,375.15
		STEP E	27.4491	41.1736	2,195.92	4,757.84	57,094.12
		STEP F	28.8214	43.2321	2,305.71	4,995.70	59,948.51
		STEP G	30.2628	45.3942	2,421.02	5,245.55	62,946.62
		STEP H	31.7758	47.6637	2,542.06	5,507.80	66,093.66
9025	WSTWTR TRMT PLT OPR GD III						
		STEP A	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP B	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP C	30.2370	45.3555	2,418.96	5,241.08	62,892.96
		STEP D	31.7488	47.6232	2,539.90	5,503.12	66,037.50
		STEP E	33.3363	50.0044	2,666.90	5,778.29	69,339.50
		STEP F	35.0026	52.5039	2,800.20	6,067.11	72,805.40
		STEP G	36.7535	55.1302	2,940.28	6,370.60	76,447.28
		STEP H	38.5909	57.8863	3,087.27	6,689.08	80,269.07

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
9030	WSTWTR TRMT PLT OPR GD IV						
		STEP A	33.0208	49.5312	2,641.66	5,723.60	68,683.26
		STEP B	34.6717	52.0075	2,773.73	6,009.76	72,117.13
		STEP C	36.4052	54.6078	2,912.41	6,310.23	75,722.81
		STEP D	38.2255	57.3382	3,058.04	6,625.75	79,509.04
		STEP E	40.1369	60.2053	3,210.95	6,957.06	83,484.75
		STEP F	42.1436	63.2154	3,371.48	7,304.89	87,658.68
		STEP G	44.2510	66.3765	3,540.08	7,670.17	92,042.08
		STEP H	46.4634	69.6951	3,717.07	8,053.65	96,643.87
9020	WSTWTR TRMT PLT OPR GDIII 24HR						
		STEP A	21.0591	31.5886	2,358.61	5,110.34	61,324.09
		STEP B	22.1122	33.1683	2,476.56	5,365.89	64,390.72
		STEP C	23.2175	34.8262	2,600.36	5,634.11	67,609.36
		STEP D	24.3787	36.5680	2,730.41	5,915.89	70,990.77
		STEP E	25.5975	38.3962	2,866.92	6,211.66	74,539.92
		STEP F	26.8775	40.3162	3,010.28	6,522.27	78,267.28
		STEP G	28.2213	42.3319	3,160.78	6,848.36	82,180.42
		STEP H	29.6322	44.4483	3,318.80	7,190.74	86,288.96
1641	YOUTH DEVELOPMENT PROG COORD						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	23.4508	35.1762	1,876.06	4,064.80	48,777.66
		STEP C	24.6234	36.9351	1,969.87	4,268.05	51,216.67
		STEP D	25.8545	38.7817	2,068.36	4,481.44	53,777.36
		STEP E	27.1473	40.7209	2,171.78	4,705.53	56,466.38
		STEP F	28.5046	42.7569	2,280.36	4,940.79	59,289.56
		STEP G	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP H	31.4263	47.1394	2,514.10	5,447.22	65,366.70

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B400	ACCOUNTANT I						
		STEP A	27.0721	40.6081	2,165.76	4,692.49	56,309.96
		STEP B	27.7405	41.6107	2,219.24	4,808.35	57,700.24
		STEP C	28.4256	42.6384	2,274.04	4,927.10	59,125.24
		STEP D	29.1275	43.6912	2,330.20	5,048.76	60,585.20
		STEP E	29.8468	44.7702	2,387.74	5,173.44	62,081.34
		STEP F	30.5839	45.8758	2,446.71	5,301.20	63,614.51
		STEP G	31.3392	47.0088	2,507.13	5,432.12	65,185.53
		STEP H	32.1131	48.1696	2,569.04	5,566.27	66,795.24
		STEP I	32.9062	49.3593	2,632.49	5,703.74	68,444.89
		STEP J	33.7188	50.5782	2,697.50	5,844.59	70,135.10
		STEP K	34.5515	51.8272	2,764.12	5,988.92	71,867.12
		STEP L	35.4048	53.1072	2,832.38	6,136.83	73,641.98
		STEP M	36.2791	54.4186	2,902.32	6,288.37	75,460.52
		STEP N	37.1750	55.7625	2,974.00	6,443.66	77,324.00
		STEP O	38.0931	57.1396	3,047.44	6,602.80	79,233.64
B401	ACCOUNTANT II						
		STEP A	29.7762	44.6643	2,382.09	5,161.20	61,934.49
		STEP B	30.5114	45.7671	2,440.91	5,288.64	63,463.71
		STEP C	31.2649	46.8973	2,501.19	5,419.24	65,030.99
		STEP D	32.0370	48.0555	2,562.96	5,553.08	66,636.96
		STEP E	32.8282	49.2423	2,626.25	5,690.22	68,282.65
		STEP F	33.6389	50.4583	2,691.11	5,830.74	69,968.91
		STEP G	34.4696	51.7044	2,757.56	5,974.73	71,696.76
		STEP H	35.3208	52.9812	2,825.66	6,122.27	73,467.26
		STEP I	36.1931	54.2896	2,895.44	6,273.47	75,281.64
		STEP J	37.0869	55.6303	2,966.95	6,428.39	77,140.75
		STEP K	38.0028	57.0042	3,040.22	6,587.15	79,045.82
		STEP L	38.9413	58.4119	3,115.30	6,749.82	80,997.90
		STEP M	39.9029	59.8543	3,192.23	6,916.50	82,998.03
		STEP N	40.8883	61.3324	3,271.06	7,087.30	85,047.66
		STEP O	41.8981	62.8471	3,351.84	7,262.33	87,148.04
B402	ADMIN TECHNICIAN						
		STEP A	22.3391	33.5086	1,787.12	3,872.11	46,465.32
		STEP B	22.8906	34.3359	1,831.24	3,967.70	47,612.44
		STEP C	23.4559	35.1838	1,876.47	4,065.68	48,788.27
		STEP D	24.0352	36.0528	1,922.81	4,166.10	49,993.21
		STEP E	24.6287	36.9430	1,970.29	4,268.97	51,227.69
		STEP F	25.2370	37.8555	2,018.96	4,374.41	52,492.96
		STEP G	25.8602	38.7903	2,068.81	4,482.43	53,789.21
		STEP H	26.4988	39.7482	2,119.90	4,593.12	55,117.50
		STEP I	27.1532	40.7298	2,172.25	4,706.55	56,478.65
		STEP J	27.8238	41.7357	2,225.90	4,822.79	57,873.50
		STEP K	28.5109	42.7663	2,280.87	4,941.88	59,302.67
		STEP L	29.2150	43.8225	2,337.20	5,063.93	60,767.20
		STEP M	29.9365	44.9047	2,394.92	5,188.99	62,267.92
		STEP N	30.6758	46.0137	2,454.06	5,317.13	63,805.66
		STEP O	31.4333	47.1499	2,514.66	5,448.43	65,381.26

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B551	AQUATICS MAINTENANCE TECH						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.3223	37.9834	2,025.78	4,389.19	52,670.38
		STEP C	25.9477	38.9215	2,075.81	4,497.60	53,971.21
		STEP D	26.5884	39.8826	2,127.07	4,608.65	55,303.87
		STEP E	27.2451	40.8676	2,179.60	4,722.48	56,669.80
		STEP F	27.9179	41.8768	2,233.43	4,839.10	58,069.23
		STEP G	28.6073	42.9109	2,288.58	4,958.59	59,503.18
		STEP H	29.3139	43.9708	2,345.11	5,081.07	60,972.91
		STEP I	30.0378	45.0567	2,403.02	5,206.55	62,478.62
		STEP J	30.7795	46.1692	2,462.36	5,335.11	64,021.36
		STEP K	31.5396	47.3094	2,523.16	5,466.86	65,602.36
		STEP L	32.3185	48.4777	2,585.48	5,601.87	67,222.48
		STEP M	33.1166	49.6749	2,649.32	5,740.21	68,882.52
		STEP N	33.9345	50.9017	2,714.76	5,881.98	70,583.76
		STEP O	34.7725	52.1587	2,781.80	6,027.23	72,326.80
B550	ARBORIST TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.3223	37.9834	2,025.78	4,389.19	52,670.38
		STEP C	25.9477	38.9215	2,075.81	4,497.60	53,971.21
		STEP D	26.5884	39.8826	2,127.07	4,608.65	55,303.87
		STEP E	27.2451	40.8676	2,179.60	4,722.48	56,669.80
		STEP F	27.9179	41.8768	2,233.43	4,839.10	58,069.23
		STEP G	28.6073	42.9109	2,288.58	4,958.59	59,503.18
		STEP H	29.3139	43.9708	2,345.11	5,081.07	60,972.91
		STEP I	30.0378	45.0567	2,403.02	5,206.55	62,478.62
		STEP J	30.7795	46.1692	2,462.36	5,335.11	64,021.36
		STEP K	31.5396	47.3094	2,523.16	5,466.86	65,602.36
		STEP L	32.3185	48.4777	2,585.48	5,601.87	67,222.48
		STEP M	33.1166	49.6749	2,649.32	5,740.21	68,882.52
		STEP N	33.9345	50.9017	2,714.76	5,881.98	70,583.76
		STEP O	34.7725	52.1587	2,781.80	6,027.23	72,326.80
B404	ASSOC ENGINEER						
		STEP A	35.4446	53.1669	2,835.56	6,143.73	73,724.76
		STEP B	36.3197	54.4795	2,905.57	6,295.41	75,544.97
		STEP C	37.2167	55.8250	2,977.33	6,450.89	77,410.73
		STEP D	38.1358	57.2037	3,050.86	6,610.20	79,322.46
		STEP E	39.0775	58.6162	3,126.20	6,773.43	81,281.20
		STEP F	40.0426	60.0639	3,203.40	6,940.71	83,288.60
		STEP G	41.0314	61.5471	3,282.51	7,112.10	85,345.31
		STEP H	42.0447	63.0670	3,363.57	7,287.74	87,452.97
		STEP I	43.0830	64.6245	3,446.64	7,467.72	89,612.64
		STEP J	44.1470	66.2205	3,531.76	7,652.14	91,825.76
		STEP K	45.2372	67.8558	3,618.97	7,841.11	94,093.37
		STEP L	46.3544	69.5316	3,708.35	8,034.76	96,417.15
		STEP M	47.4991	71.2486	3,799.92	8,233.17	98,798.12
		STEP N	48.6721	73.0081	3,893.76	8,436.49	101,237.96
		STEP O	49.8741	74.8111	3,989.92	8,644.84	103,738.12

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B405	ASSOC PLANNER						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	31.7358	47.6037	2,538.86	5,500.87	66,010.46
		STEP C	32.5195	48.7792	2,601.56	5,636.71	67,640.56
		STEP D	33.3226	49.9839	2,665.80	5,775.91	69,311.00
		STEP E	34.1455	51.2182	2,731.64	5,918.55	71,022.64
		STEP F	34.9888	52.4832	2,799.10	6,064.72	72,776.70
		STEP G	35.8528	53.7792	2,868.22	6,214.48	74,573.82
		STEP H	36.7382	55.1073	2,939.05	6,367.95	76,415.45
		STEP I	37.6454	56.4681	3,011.63	6,525.20	78,302.43
		STEP J	38.5751	57.8626	3,086.00	6,686.35	80,236.20
		STEP K	39.5278	59.2917	3,162.22	6,851.48	82,217.82
		STEP L	40.5039	60.7558	3,240.31	7,020.67	84,248.11
		STEP M	41.5042	62.2563	3,320.33	7,194.06	86,328.73
		STEP N	42.5291	63.7936	3,402.32	7,371.71	88,460.52
		STEP O	43.5794	65.3691	3,486.35	7,553.76	90,645.15
B403	ASST CHILD CARE SITE COORD						
		STEP A	17.6895	26.5342	1,415.16	3,066.18	36,794.16
		STEP B	18.1263	27.1894	1,450.10	3,141.89	37,702.70
		STEP C	18.5739	27.8608	1,485.91	3,219.47	38,633.71
		STEP D	19.0326	28.5489	1,522.60	3,298.98	39,587.80
		STEP E	19.5026	29.2539	1,560.20	3,380.45	40,565.40
		STEP F	19.9842	29.9763	1,598.73	3,463.92	41,567.13
		STEP G	20.4778	30.7167	1,638.22	3,549.48	42,593.82
		STEP H	20.9835	31.4752	1,678.68	3,637.14	43,645.68
		STEP I	21.5017	32.2525	1,720.13	3,726.96	44,723.53
		STEP J	22.0326	33.0489	1,762.60	3,818.98	45,827.80
		STEP K	22.5768	33.8652	1,806.14	3,913.31	46,959.74
		STEP L	23.1343	34.7014	1,850.74	4,009.94	48,119.34
		STEP M	23.7056	35.5584	1,896.44	4,108.97	49,307.64
		STEP N	24.2910	36.4365	1,943.28	4,210.44	50,525.28
		STEP O	24.8909	37.3363	1,991.27	4,314.42	51,773.07
B406	ASST ENGINEER						
		STEP A	32.2271	48.3406	2,578.16	5,586.03	67,032.36
		STEP B	33.0228	49.5342	2,641.82	5,723.95	68,687.42
		STEP C	33.8383	50.7574	2,707.06	5,865.30	70,383.66
		STEP D	34.6739	52.0108	2,773.91	6,010.14	72,121.71
		STEP E	35.5302	53.2953	2,842.41	6,158.56	73,902.81
		STEP F	36.4076	54.6114	2,912.60	6,310.65	75,727.80
		STEP G	37.3067	55.9600	2,984.53	6,466.49	77,597.93
		STEP H	38.2281	57.3421	3,058.24	6,626.20	79,514.44
		STEP I	39.1721	58.7581	3,133.76	6,789.83	81,477.96
		STEP J	40.1395	60.2092	3,211.16	6,957.51	83,490.16
		STEP K	41.1307	61.6960	3,290.45	7,129.32	85,551.85
		STEP L	42.1465	63.2197	3,371.72	7,305.39	87,664.72
		STEP M	43.1873	64.7809	3,454.98	7,485.79	89,829.58
		STEP N	44.2538	66.3807	3,540.30	7,670.65	92,047.90
		STEP O	45.3467	68.0200	3,627.73	7,860.09	94,321.13

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B407	ASST PLANNER						
		STEP A	26.9304	40.3956	2,154.43	4,667.93	56,015.23
		STEP B	27.5954	41.3931	2,207.63	4,783.20	57,398.43
		STEP C	28.2768	42.4152	2,262.14	4,901.31	58,815.74
		STEP D	28.9751	43.4626	2,318.00	5,022.35	60,268.20
		STEP E	29.6907	44.5360	2,375.25	5,146.38	61,756.65
		STEP F	30.4239	45.6358	2,433.91	5,273.47	63,281.71
		STEP G	31.1753	46.7629	2,494.02	5,403.71	64,844.62
		STEP H	31.9452	47.9178	2,555.61	5,537.16	66,446.01
		STEP I	32.7340	49.1010	2,618.72	5,673.89	68,086.72
		STEP J	33.5424	50.3136	2,683.39	5,814.01	69,768.19
		STEP K	34.3707	51.5560	2,749.65	5,957.58	71,491.05
		STEP L	35.2196	52.8294	2,817.56	6,104.73	73,256.76
		STEP M	36.0893	54.1339	2,887.14	6,255.47	75,065.74
		STEP N	36.9806	55.4709	2,958.44	6,409.97	76,919.64
		STEP O	37.8938	56.8407	3,031.50	6,568.25	78,819.10
B408	BLDG INSPECTOR I						
		STEP A	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP B	25.4902	38.2353	2,039.21	4,418.30	53,019.61
		STEP C	26.1197	39.1795	2,089.57	4,527.41	54,328.97
		STEP D	26.7647	40.1470	2,141.17	4,639.21	55,670.57
		STEP E	27.4257	41.1385	2,194.05	4,753.78	57,045.45
		STEP F	28.1030	42.1545	2,248.24	4,871.18	58,454.24
		STEP G	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP H	29.5081	44.2621	2,360.64	5,114.73	61,376.84
		STEP I	30.2369	45.3553	2,418.95	5,241.06	62,892.75
		STEP J	30.9836	46.4754	2,478.68	5,370.49	64,445.88
		STEP K	31.7487	47.6230	2,539.89	5,503.10	66,037.29
		STEP L	32.5328	48.7992	2,602.62	5,639.01	67,668.22
		STEP M	33.3362	50.0043	2,666.89	5,778.27	69,339.29
		STEP N	34.1594	51.2391	2,732.75	5,920.96	71,051.55
		STEP O	35.0030	52.5045	2,800.24	6,067.18	72,806.24
B409	BLDG INSPECTOR II						
		STEP A	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP B	28.0391	42.0586	2,243.12	4,860.11	58,321.32
		STEP C	28.7316	43.0974	2,298.52	4,980.14	59,761.72
		STEP D	29.4411	44.1616	2,355.28	5,103.12	61,237.48
		STEP E	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP F	30.9132	46.3698	2,473.05	5,358.28	64,299.45
		STEP G	31.6766	47.5149	2,534.12	5,490.61	65,887.32
		STEP H	32.4589	48.6883	2,596.71	5,626.20	67,514.51
		STEP I	33.2604	49.8906	2,660.83	5,765.13	69,181.63
		STEP J	34.0818	51.1227	2,726.54	5,907.51	70,890.14
		STEP K	34.9235	52.3852	2,793.88	6,053.40	72,640.88
		STEP L	35.7859	53.6788	2,862.87	6,202.88	74,434.67
		STEP M	36.6697	55.0045	2,933.57	6,356.08	76,272.97
		STEP N	37.5753	56.3629	3,006.02	6,513.05	78,156.62
		STEP O	38.5032	57.7548	3,080.25	6,673.88	80,086.65

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B410	BLDG MAINT WORKER I						
		STEP A	20.7748	31.1622	1,661.98	3,600.96	43,211.58
		STEP B	21.2878	31.9317	1,703.02	3,689.88	44,278.62
		STEP C	21.8135	32.7202	1,745.08	3,781.00	45,372.08
		STEP D	22.3522	33.5283	1,788.17	3,874.38	46,492.57
		STEP E	22.9042	34.3563	1,832.33	3,970.06	47,640.73
		STEP F	23.4698	35.2047	1,877.58	4,068.09	48,817.18
		STEP G	24.0494	36.0741	1,923.95	4,168.56	50,022.75
		STEP H	24.6433	36.9649	1,971.46	4,271.50	51,258.06
		STEP I	25.2519	37.8778	2,020.15	4,377.00	52,523.95
		STEP J	25.8755	38.8132	2,070.04	4,485.08	53,821.04
		STEP K	26.5145	39.7717	2,121.16	4,595.84	55,150.16
		STEP L	27.1693	40.7539	2,173.54	4,709.34	56,512.14
		STEP M	27.8403	41.7604	2,227.22	4,825.65	57,907.82
		STEP N	28.5278	42.7917	2,282.22	4,944.81	59,337.82
		STEP O	29.2323	43.8484	2,338.58	5,066.93	60,803.18
B411	BLDG MAINT WORKER II						
		STEP A	22.8500	34.2750	1,828.00	3,960.66	47,528.00
		STEP B	23.4142	35.1213	1,873.13	4,058.46	48,701.53
		STEP C	23.9925	35.9887	1,919.40	4,158.70	49,904.40
		STEP D	24.5850	36.8775	1,966.80	4,261.40	51,136.80
		STEP E	25.1921	37.7881	2,015.36	4,366.63	52,399.56
		STEP F	25.8142	38.7213	2,065.13	4,474.46	53,693.53
		STEP G	26.4517	39.6775	2,116.13	4,584.96	55,019.53
		STEP H	27.1049	40.6573	2,168.39	4,698.18	56,378.19
		STEP I	27.7743	41.6614	2,221.94	4,814.21	57,770.54
		STEP J	28.4602	42.6903	2,276.81	4,933.10	59,197.21
		STEP K	29.1630	43.7445	2,333.04	5,054.92	60,659.04
		STEP L	29.8832	44.8248	2,390.65	5,179.75	62,157.05
		STEP M	30.6212	45.9318	2,449.69	5,307.67	63,692.09
		STEP N	31.3774	47.0661	2,510.19	5,438.74	65,264.99
		STEP O	32.1523	48.2284	2,572.18	5,573.06	66,876.78
B549	BLDG MAINTENANCE AIDE						
		STEP A	16.8975	25.3462	1,351.80	2,928.90	35,146.80
		STEP B	17.3148	25.9722	1,385.18	3,001.23	36,014.78
		STEP C	17.7424	26.6136	1,419.39	3,075.34	36,904.19
		STEP D	18.1805	27.2707	1,454.44	3,151.28	37,815.44
		STEP E	18.6295	27.9442	1,490.36	3,229.11	38,749.36
		STEP F	19.0895	28.6342	1,527.16	3,308.84	39,706.16
		STEP G	19.5609	29.3413	1,564.87	3,390.55	40,686.67
		STEP H	20.0440	30.0660	1,603.52	3,474.29	41,691.52
		STEP I	20.5390	30.8085	1,643.12	3,560.09	42,721.12
		STEP J	21.0463	31.5694	1,683.70	3,648.02	43,776.30
		STEP K	21.5660	32.3490	1,725.28	3,738.10	44,857.28
		STEP L	22.0986	33.1479	1,767.88	3,830.42	45,965.08
		STEP M	22.6443	33.9664	1,811.54	3,925.01	47,100.14
		STEP N	23.2035	34.8052	1,856.28	4,021.94	48,263.28
		STEP O	23.7765	35.6647	1,902.12	4,121.26	49,455.12

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B412	BLDG PLANS EXAMINER I						
		STEP A	25.7525	38.6287	2,060.20	4,463.76	53,565.20
		STEP B	26.3883	39.5824	2,111.06	4,573.97	54,887.66
		STEP C	27.0400	40.5600	2,163.20	4,686.93	56,243.20
		STEP D	27.7077	41.5615	2,216.61	4,802.66	57,632.01
		STEP E	28.3920	42.5880	2,271.36	4,921.28	59,055.36
		STEP F	29.0932	43.6398	2,327.45	5,042.82	60,513.85
		STEP G	29.8116	44.7174	2,384.92	5,167.34	62,008.12
		STEP H	30.5478	45.8217	2,443.82	5,294.95	63,539.42
		STEP I	31.3022	46.9533	2,504.17	5,425.71	65,108.57
		STEP J	32.0752	48.1128	2,566.01	5,559.70	66,716.41
		STEP K	32.8674	49.3011	2,629.39	5,697.01	68,364.19
		STEP L	33.6790	50.5185	2,694.32	5,837.69	70,052.32
		STEP M	34.5107	51.7660	2,760.85	5,981.85	71,782.25
		STEP N	35.3630	53.0445	2,829.04	6,129.58	73,555.04
		STEP O	36.2363	54.3544	2,898.90	6,280.95	75,371.50
B413	BLDG PLANS EXAMINER II						
		STEP A	28.3278	42.4917	2,266.22	4,910.15	58,921.82
		STEP B	29.0272	43.5408	2,322.17	5,031.38	60,376.57
		STEP C	29.7440	44.6160	2,379.52	5,155.62	61,867.52
		STEP D	30.4786	45.7179	2,438.28	5,282.95	63,395.48
		STEP E	31.2313	46.8469	2,498.50	5,413.42	64,961.10
		STEP F	32.0025	48.0037	2,560.20	5,547.10	66,565.20
		STEP G	32.7928	49.1892	2,623.42	5,684.08	68,209.02
		STEP H	33.6027	50.4040	2,688.21	5,824.46	69,893.61
		STEP I	34.4325	51.6487	2,754.60	5,968.30	71,619.60
		STEP J	35.2828	52.9242	2,822.62	6,115.68	73,388.22
		STEP K	36.1541	54.2311	2,892.32	6,266.71	75,200.52
		STEP L	37.0470	55.5705	2,963.76	6,421.48	77,057.76
		STEP M	37.9619	56.9428	3,036.95	6,580.06	78,960.75
		STEP N	38.8994	58.3491	3,111.95	6,742.56	80,910.75
		STEP O	39.8600	59.7900	3,188.80	6,909.06	82,908.80
B414	BUSINESS SYSTEMS ANALYST I						
		STEP A	27.9107	41.8660	2,232.85	4,837.85	58,054.25
		STEP B	28.5998	42.8997	2,287.98	4,957.29	59,487.58
		STEP C	29.3060	43.9590	2,344.48	5,079.70	60,956.48
		STEP D	30.0298	45.0447	2,402.38	5,205.16	62,461.98
		STEP E	30.7714	46.1571	2,461.71	5,333.70	64,004.51
		STEP F	31.5313	47.2969	2,522.50	5,465.42	65,585.10
		STEP G	32.3099	48.4648	2,584.79	5,600.38	67,204.59
		STEP H	33.1079	49.6618	2,648.63	5,738.70	68,864.43
		STEP I	33.9255	50.8882	2,714.04	5,880.42	70,565.04
		STEP J	34.7633	52.1449	2,781.06	6,025.63	72,307.66
		STEP K	35.6218	53.4327	2,849.74	6,174.44	74,093.34
		STEP L	36.5015	54.7522	2,920.12	6,326.92	75,923.12
		STEP M	37.4029	56.1043	2,992.23	6,483.16	77,798.03
		STEP N	38.3266	57.4899	3,066.12	6,643.27	79,719.32
		STEP O	39.2731	58.9096	3,141.84	6,807.33	81,688.04

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B415	BUSINESS SYSTEMS ANALYST II						
		STEP A	30.7019	46.0528	2,456.15	5,321.66	63,859.95
		STEP B	31.4598	47.1897	2,516.78	5,453.03	65,436.38
		STEP C	32.2367	48.3550	2,578.93	5,587.69	67,052.33
		STEP D	33.0328	49.5492	2,642.62	5,725.68	68,708.22
		STEP E	33.8485	50.7727	2,707.88	5,867.07	70,404.88
		STEP F	34.6844	52.0266	2,774.75	6,011.96	72,143.55
		STEP G	35.5410	53.3115	2,843.28	6,160.44	73,925.28
		STEP H	36.4187	54.6280	2,913.49	6,312.57	75,750.89
		STEP I	37.3180	55.9770	2,985.44	6,468.45	77,621.44
		STEP J	38.2396	57.3594	3,059.16	6,628.19	79,538.36
		STEP K	39.1839	58.7758	3,134.71	6,791.87	81,502.51
		STEP L	40.1516	60.2274	3,212.12	6,959.61	83,515.32
		STEP M	41.1432	61.7148	3,291.45	7,131.48	85,577.85
		STEP N	42.1593	63.2389	3,372.74	7,307.61	87,691.34
		STEP O	43.2004	64.8006	3,456.03	7,488.06	89,856.83
B416	BUYER I						
		STEP A	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP B	22.0694	33.1041	1,765.55	3,825.36	45,904.35
		STEP C	22.6144	33.9216	1,809.15	3,919.82	47,037.95
		STEP D	23.1729	34.7593	1,853.83	4,016.63	48,199.63
		STEP E	23.7452	35.6178	1,899.61	4,115.83	49,390.01
		STEP F	24.3316	36.4974	1,946.52	4,217.47	50,609.72
		STEP G	24.9325	37.3987	1,994.60	4,321.63	51,859.60
		STEP H	25.5481	38.3221	2,043.84	4,428.33	53,140.04
		STEP I	26.1791	39.2686	2,094.32	4,537.71	54,452.52
		STEP J	26.8256	40.2384	2,146.04	4,649.77	55,797.24
		STEP K	27.4881	41.2321	2,199.04	4,764.60	57,175.24
		STEP L	28.1669	42.2503	2,253.35	4,882.26	58,587.15
		STEP M	28.8625	43.2937	2,309.00	5,002.83	60,034.00
		STEP N	29.5752	44.3628	2,366.01	5,126.36	61,516.41
		STEP O	30.3056	45.4584	2,424.44	5,252.97	63,035.64
B417	BUYER II						
		STEP A	23.6912	35.5368	1,895.29	4,106.47	49,277.69
		STEP B	24.2763	36.4144	1,942.10	4,207.89	50,494.70
		STEP C	24.8758	37.3137	1,990.06	4,311.80	51,741.66
		STEP D	25.4901	38.2351	2,039.20	4,418.28	53,019.40
		STEP E	26.1195	39.1792	2,089.56	4,527.38	54,328.56
		STEP F	26.7646	40.1469	2,141.16	4,639.19	55,670.36
		STEP G	27.4256	41.1384	2,194.04	4,753.77	57,045.24
		STEP H	28.1028	42.1542	2,248.22	4,871.15	58,453.82
		STEP I	28.7968	43.1952	2,303.74	4,991.44	59,897.34
		STEP J	29.5080	44.2620	2,360.64	5,114.72	61,376.64
		STEP K	30.2368	45.3552	2,418.94	5,241.04	62,892.54
		STEP L	30.9834	46.4751	2,478.67	5,370.45	64,445.47
		STEP M	31.7486	47.6229	2,539.88	5,503.09	66,037.08
		STEP N	32.5326	48.7989	2,602.60	5,638.98	67,667.80
		STEP O	33.3360	50.0040	2,666.88	5,778.24	69,338.88

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B418	CHILD CARE SITE COORDINATOR						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	20.8051	31.2076	1,664.40	3,606.21	43,274.60
		STEP C	21.3188	31.9782	1,705.50	3,695.25	44,343.10
		STEP D	21.8453	32.7679	1,747.62	3,786.51	45,438.22
		STEP E	22.3848	33.5772	1,790.78	3,880.03	46,560.38
		STEP F	22.9376	34.4064	1,835.00	3,975.85	47,710.20
		STEP G	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP H	24.0845	36.1267	1,926.76	4,174.64	50,095.76
		STEP I	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP J	25.2887	37.9330	2,023.09	4,383.37	52,600.49
		STEP K	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP L	26.5532	39.8298	2,124.25	4,602.55	55,230.65
		STEP M	27.2089	40.8133	2,176.71	4,716.20	56,594.51
		STEP N	27.8809	41.8213	2,230.47	4,832.68	57,992.27
		STEP O	28.5694	42.8541	2,285.55	4,952.02	59,424.35
B419	CITY CLERK TECHNICIAN I						
		STEP A	21.7257	32.5885	1,738.05	3,765.78	45,189.45
		STEP B	22.2622	33.3933	1,780.97	3,858.78	46,305.37
		STEP C	22.8119	34.2178	1,824.95	3,954.06	47,448.75
		STEP D	23.3753	35.0629	1,870.02	4,051.71	48,620.62
		STEP E	23.9526	35.9289	1,916.20	4,151.78	49,821.40
		STEP F	24.5441	36.8161	1,963.52	4,254.31	51,051.72
		STEP G	25.1502	37.7253	2,012.01	4,359.36	52,312.41
		STEP H	25.7713	38.6569	2,061.70	4,467.02	53,604.30
		STEP I	26.4077	39.6115	2,112.61	4,577.33	54,928.01
		STEP J	27.0599	40.5898	2,164.79	4,690.38	56,284.59
		STEP K	27.7281	41.5921	2,218.24	4,806.20	57,674.44
		STEP L	28.4129	42.6193	2,273.03	4,924.90	59,098.83
		STEP M	29.1146	43.6719	2,329.16	5,046.53	60,558.36
		STEP N	29.8335	44.7502	2,386.68	5,171.14	62,053.68
		STEP O	30.5703	45.8554	2,445.62	5,298.85	63,586.22
B420	CITY CLERK TECHNICIAN II						
		STEP A	23.9007	35.8510	1,912.05	4,142.78	49,713.45
		STEP B	24.4908	36.7362	1,959.26	4,245.07	50,940.86
		STEP C	25.0957	37.6435	2,007.65	4,349.92	52,199.05
		STEP D	25.7154	38.5731	2,057.23	4,457.33	53,488.03
		STEP E	26.3505	39.5257	2,108.04	4,567.42	54,809.04
		STEP F	27.0012	40.5018	2,160.09	4,680.20	56,162.49
		STEP G	27.6680	41.5020	2,213.44	4,795.78	57,549.44
		STEP H	28.3513	42.5269	2,268.10	4,914.22	58,970.70
		STEP I	29.0514	43.5771	2,324.11	5,035.57	60,426.91
		STEP J	29.7688	44.6532	2,381.50	5,159.92	61,919.10
		STEP K	30.5040	45.7560	2,440.32	5,287.36	63,448.32
		STEP L	31.2573	46.8859	2,500.58	5,417.93	65,015.18
		STEP M	32.0292	48.0438	2,562.33	5,551.72	66,620.73
		STEP N	32.8202	49.2303	2,625.61	5,688.83	68,266.01
		STEP O	33.6307	50.4460	2,690.45	5,829.32	69,951.85

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B554	CODE ENFORCEMENT INSPECTOR I						
		STEP A	22.1000	33.1500	1,768.00	3,830.66	45,968.00
		STEP B	22.6457	33.9685	1,811.65	3,925.25	47,103.05
		STEP C	23.2050	34.8075	1,856.40	4,022.20	48,266.40
		STEP D	23.7780	35.6670	1,902.24	4,121.52	49,458.24
		STEP E	24.3652	36.5478	1,949.21	4,223.30	50,679.61
		STEP F	24.9669	37.4503	1,997.35	4,327.59	51,931.15
		STEP G	25.5835	38.3752	2,046.68	4,434.47	53,213.68
		STEP H	26.2153	39.3229	2,097.22	4,543.98	54,527.82
		STEP I	26.8627	40.2940	2,149.01	4,656.20	55,874.41
		STEP J	27.5261	41.2891	2,202.08	4,771.19	57,254.28
		STEP K	28.2059	42.3088	2,256.47	4,889.02	58,668.27
		STEP L	28.9024	43.3536	2,312.19	5,009.74	60,116.99
		STEP M	29.6162	44.4243	2,369.29	5,133.47	61,601.69
		STEP N	30.3476	45.5214	2,427.80	5,260.25	63,123.00
		STEP O	31.0970	46.6455	2,487.76	5,390.14	64,681.76
B555	CODE ENFORCEMENT INSPECTOR II						
		STEP A	24.3102	36.4653	1,944.81	4,213.76	50,565.21
		STEP B	24.9103	37.3654	1,992.82	4,317.78	51,813.42
		STEP C	25.5255	38.2882	2,042.04	4,424.42	53,093.04
		STEP D	26.1559	39.2338	2,092.47	4,533.68	54,404.27
		STEP E	26.8018	40.2027	2,144.14	4,645.64	55,747.74
		STEP F	27.4637	41.1955	2,197.09	4,760.37	57,124.49
		STEP G	28.1419	42.2128	2,251.35	4,877.92	58,535.15
		STEP H	28.8368	43.2552	2,306.94	4,998.37	59,980.54
		STEP I	29.5490	44.3235	2,363.92	5,121.82	61,461.92
		STEP J	30.2787	45.4180	2,422.29	5,248.30	62,979.69
		STEP K	31.0265	46.5397	2,482.12	5,377.92	64,535.12
		STEP L	31.7927	47.6890	2,543.41	5,510.73	66,128.81
		STEP M	32.5778	48.8667	2,606.22	5,646.81	67,761.82
		STEP N	33.3824	50.0736	2,670.59	5,786.28	69,435.39
		STEP O	34.2067	51.3100	2,736.53	5,929.16	71,149.93
B422	COMMUNITY RELATIONS ANALYST						
		STEP A	28.5163	42.7744	2,281.30	4,942.82	59,313.90
		STEP B	29.2204	43.8306	2,337.63	5,064.86	60,778.43
		STEP C	29.9420	44.9130	2,395.36	5,189.94	62,279.36
		STEP D	30.6814	46.0221	2,454.51	5,318.10	63,817.31
		STEP E	31.4391	47.1586	2,515.12	5,449.44	65,393.32
		STEP F	32.2155	48.3232	2,577.24	5,584.02	67,008.24
		STEP G	33.0111	49.5166	2,640.88	5,721.92	68,663.08
		STEP H	33.8263	50.7394	2,706.10	5,863.22	70,358.70
		STEP I	34.6617	51.9925	2,772.93	6,008.02	72,096.33
		STEP J	35.5177	53.2765	2,841.41	6,156.40	73,876.81
		STEP K	36.3948	54.5922	2,911.58	6,308.43	75,701.18
		STEP L	37.2936	55.9404	2,983.48	6,464.22	77,570.68
		STEP M	38.2145	57.3217	3,057.16	6,623.84	79,486.16
		STEP N	39.1583	58.7374	3,132.66	6,787.43	81,449.26
		STEP O	40.1253	60.1879	3,210.02	6,955.05	83,460.62

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B423	CONSTRUCTION INSPECTION SUPV						
		STEP A	33.3482	50.0223	2,667.85	5,780.35	69,364.25
		STEP B	34.1715	51.2572	2,733.72	5,923.06	71,076.72
		STEP C	35.0154	52.5231	2,801.23	6,069.33	72,832.03
		STEP D	35.8801	53.8201	2,870.40	6,219.21	74,630.60
		STEP E	36.7662	55.1493	2,941.29	6,372.80	76,473.69
		STEP F	37.6742	56.5113	3,013.93	6,530.19	78,362.33
		STEP G	38.6046	57.9069	3,088.36	6,691.46	80,297.56
		STEP H	39.5579	59.3368	3,164.63	6,856.70	82,280.43
		STEP I	40.5348	60.8022	3,242.78	7,026.03	84,312.38
		STEP J	41.5358	62.3037	3,322.86	7,199.53	86,394.46
		STEP K	42.5616	63.8424	3,404.92	7,377.34	88,528.12
		STEP L	43.6127	65.4190	3,489.01	7,559.53	90,714.41
		STEP M	44.6897	67.0345	3,575.17	7,746.21	92,954.57
		STEP N	45.7933	68.6899	3,663.46	7,937.50	95,250.06
		STEP O	46.9242	70.3863	3,753.93	8,133.52	97,602.33
B424	CONSTRUCTION INSPECTOR I						
		STEP A	23.9633	35.9449	1,917.06	4,153.63	49,843.66
		STEP B	24.5549	36.8323	1,964.39	4,256.18	51,074.19
		STEP C	25.1613	37.7419	2,012.90	4,361.29	52,335.50
		STEP D	25.7827	38.6740	2,062.61	4,469.00	53,628.01
		STEP E	26.4194	39.6291	2,113.55	4,579.36	54,952.35
		STEP F	27.0718	40.6077	2,165.74	4,692.44	56,309.34
		STEP G	27.7404	41.6106	2,219.23	4,808.33	57,700.03
		STEP H	28.4254	42.6381	2,274.03	4,927.06	59,124.83
		STEP I	29.1274	43.6911	2,330.19	5,048.74	60,584.99
		STEP J	29.8467	44.7700	2,387.73	5,173.42	62,081.13
		STEP K	30.5838	45.8757	2,446.70	5,301.19	63,614.30
		STEP L	31.3391	47.0086	2,507.12	5,432.11	65,185.32
		STEP M	32.1130	48.1695	2,569.04	5,566.25	66,795.04
		STEP N	32.9061	49.3591	2,632.48	5,703.72	68,444.68
		STEP O	33.7187	50.5780	2,697.49	5,844.57	70,134.89
B425	CONSTRUCTION INSPECTOR II						
		STEP A	26.3622	39.5433	2,108.97	4,569.44	54,833.37
		STEP B	27.0131	40.5196	2,161.04	4,682.27	56,187.24
		STEP C	27.6802	41.5203	2,214.41	4,797.90	57,574.81
		STEP D	28.3637	42.5455	2,269.09	4,916.37	58,996.49
		STEP E	29.0642	43.5963	2,325.13	5,037.79	60,453.53
		STEP F	29.7819	44.6728	2,382.55	5,162.19	61,946.35
		STEP G	30.5174	45.7761	2,441.39	5,289.68	63,476.19
		STEP H	31.2711	46.9066	2,501.68	5,420.32	65,043.88
		STEP I	32.0433	48.0649	2,563.46	5,554.17	66,650.06
		STEP J	32.8346	49.2519	2,626.76	5,691.33	68,295.96
		STEP K	33.6455	50.4682	2,691.64	5,831.88	69,982.64
		STEP L	34.4764	51.7146	2,758.11	5,975.90	71,710.91
		STEP M	35.3278	52.9917	2,826.22	6,123.48	73,481.82
		STEP N	36.2002	54.3003	2,896.01	6,274.70	75,296.41
		STEP O	37.0942	55.6413	2,967.53	6,429.66	77,155.93

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B426	COURIER						
		STEP A	13.2759	19.9138	1,062.07	2,301.15	27,613.87
		STEP B	13.6038	20.4057	1,088.30	2,357.99	28,295.90
		STEP C	13.9397	20.9095	1,115.17	2,416.21	28,994.57
		STEP D	14.2840	21.4260	1,142.72	2,475.89	29,710.72
		STEP E	14.6368	21.9552	1,170.94	2,537.04	30,444.54
		STEP F	14.9982	22.4973	1,199.85	2,599.68	31,196.25
		STEP G	15.3686	23.0529	1,229.48	2,663.89	31,966.68
		STEP H	15.7482	23.6223	1,259.85	2,729.68	32,756.25
		STEP I	16.1370	24.2055	1,290.96	2,797.08	33,564.96
		STEP J	16.5355	24.8032	1,322.84	2,866.15	34,393.84
		STEP K	16.9439	25.4158	1,355.51	2,936.94	35,243.31
		STEP L	17.3623	26.0434	1,388.98	3,009.46	36,113.58
		STEP M	17.7911	26.6866	1,423.28	3,083.79	37,005.48
		STEP N	18.2305	27.3457	1,458.44	3,159.95	37,919.44
		STEP O	18.6807	28.0210	1,494.45	3,237.98	38,855.85
B427	CUSTODIAN						
		STEP A	15.5349	23.3023	1,242.79	2,692.71	32,312.59
		STEP B	15.9185	23.8777	1,273.48	2,759.20	33,110.48
		STEP C	16.3116	24.4674	1,304.92	2,827.34	33,928.12
		STEP D	16.7144	25.0716	1,337.15	2,897.16	34,765.95
		STEP E	17.1272	25.6908	1,370.17	2,968.71	35,624.57
		STEP F	17.5502	26.3253	1,404.01	3,042.03	36,504.41
		STEP G	17.9836	26.9754	1,438.68	3,117.15	37,405.88
		STEP H	18.4277	27.6415	1,474.21	3,194.13	38,329.61
		STEP I	18.8827	28.3240	1,510.61	3,273.00	39,276.01
		STEP J	19.3491	29.0236	1,547.92	3,353.84	40,246.12
		STEP K	19.8270	29.7405	1,586.16	3,436.68	41,240.16
		STEP L	20.3166	30.4749	1,625.32	3,521.54	42,258.52
		STEP M	20.8183	31.2274	1,665.46	3,608.50	43,302.06
		STEP N	21.3324	31.9986	1,706.59	3,697.61	44,371.39
		STEP O	21.8592	32.7888	1,748.73	3,788.92	45,467.13
B428	DATA MANAGEMENT SPECIALIST I						
		STEP A	28.5122	42.7683	2,280.97	4,942.11	59,305.37
		STEP B	28.8506	43.2759	2,308.04	5,000.77	60,009.24
		STEP C	29.5631	44.3446	2,365.04	5,124.27	61,491.24
		STEP D	30.2932	45.4398	2,423.45	5,250.82	63,009.85
		STEP E	31.0413	46.5619	2,483.30	5,380.49	64,565.90
		STEP F	31.8079	47.7118	2,544.63	5,513.36	66,160.43
		STEP G	32.5934	48.8901	2,607.47	5,649.52	67,794.27
		STEP H	33.3983	50.0974	2,671.86	5,789.03	69,468.46
		STEP I	34.2230	51.3345	2,737.84	5,931.98	71,183.84
		STEP J	35.0682	52.6023	2,805.45	6,078.48	72,941.85
		STEP K	35.9342	53.9013	2,874.73	6,228.59	74,743.13
		STEP L	36.8216	55.2324	2,945.72	6,382.41	76,588.92
		STEP M	37.7309	56.5963	3,018.47	6,540.02	78,480.27
		STEP N	38.6627	57.9940	3,093.01	6,701.53	80,418.41
		STEP O	39.6175	59.4262	3,169.40	6,867.03	82,404.40

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B429	DATA MANAGEMENT SPECIALIST II						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	31.7358	47.6037	2,538.86	5,500.87	66,010.46
		STEP C	32.5195	48.7792	2,601.56	5,636.71	67,640.56
		STEP D	33.3226	49.9839	2,665.80	5,775.91	69,311.00
		STEP E	34.1455	51.2182	2,731.64	5,918.55	71,022.64
		STEP F	34.9888	52.4832	2,799.10	6,064.72	72,776.70
		STEP G	35.8528	53.7792	2,868.22	6,214.48	74,573.82
		STEP H	36.7382	55.1073	2,939.05	6,367.95	76,415.45
		STEP I	37.6454	56.4681	3,011.63	6,525.20	78,302.43
		STEP J	38.5751	57.8626	3,086.00	6,686.35	80,236.20
		STEP K	39.5278	59.2917	3,162.22	6,851.48	82,217.82
		STEP L	40.5039	60.7558	3,240.31	7,020.67	84,248.11
		STEP M	41.5042	62.2563	3,320.33	7,194.06	86,328.73
		STEP N	42.5291	63.7936	3,402.32	7,371.71	88,460.52
		STEP O	43.5794	65.3691	3,486.35	7,553.76	90,645.15
B430	DATABASE ANALYST I						
		STEP A	28.3806	42.5709	2,270.44	4,919.30	59,031.64
		STEP B	29.0814	43.6221	2,326.51	5,040.77	60,489.31
		STEP C	29.7996	44.6994	2,383.96	5,165.26	61,983.16
		STEP D	30.5355	45.8032	2,442.84	5,292.82	63,513.84
		STEP E	31.2896	46.9344	2,503.16	5,423.53	65,082.36
		STEP F	32.0624	48.0936	2,564.99	5,557.48	66,689.79
		STEP G	32.8542	49.2813	2,628.33	5,694.72	68,336.73
		STEP H	33.6655	50.4982	2,693.24	5,835.35	70,024.24
		STEP I	34.4969	51.7453	2,759.75	5,979.46	71,753.55
		STEP J	35.3488	53.0232	2,827.90	6,127.12	73,525.50
		STEP K	36.2217	54.3325	2,897.73	6,278.42	75,341.13
		STEP L	37.1163	55.6744	2,969.30	6,433.49	77,201.90
		STEP M	38.0328	57.0492	3,042.62	6,592.35	79,108.22
		STEP N	38.9721	58.4581	3,117.76	6,755.16	81,061.96
		STEP O	39.9345	59.9017	3,194.76	6,921.98	83,063.76
B431	DATABASE ANALYST II						
		STEP A	31.2167	46.8250	2,497.33	5,410.89	64,930.73
		STEP B	31.9876	47.9814	2,559.00	5,544.51	66,534.20
		STEP C	32.7776	49.1664	2,622.20	5,681.45	68,177.40
		STEP D	33.5871	50.3806	2,686.96	5,821.76	69,861.16
		STEP E	34.4165	51.6247	2,753.32	5,965.52	71,586.32
		STEP F	35.2664	52.8996	2,821.31	6,112.84	73,354.11
		STEP G	36.1374	54.2061	2,890.99	6,263.81	75,165.79
		STEP H	37.0298	55.5447	2,962.38	6,418.49	77,021.98
		STEP I	37.9442	56.9163	3,035.53	6,576.99	78,923.93
		STEP J	38.8813	58.3219	3,110.50	6,739.42	80,873.10
		STEP K	39.8415	59.7622	3,187.32	6,905.86	82,870.32
		STEP L	40.8254	61.2381	3,266.03	7,076.40	84,916.83
		STEP M	41.8336	62.7504	3,346.68	7,251.15	87,013.88
		STEP N	42.8666	64.2999	3,429.32	7,430.21	89,162.52
		STEP O	43.9253	65.8879	3,514.02	7,613.71	91,364.62

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B432	DEPUTY CITY CLERK I						
		STEP A	15.7235	23.5852	1,257.88	2,725.40	32,704.88
		STEP B	16.1117	24.1675	1,288.93	2,792.69	33,512.33
		STEP C	16.5096	24.7644	1,320.76	2,861.66	34,339.96
		STEP D	16.9173	25.3759	1,353.38	2,932.33	35,187.98
		STEP E	17.3351	26.0026	1,386.80	3,004.75	36,057.00
		STEP F	17.7632	26.6448	1,421.05	3,078.95	36,947.45
		STEP G	18.2018	27.3027	1,456.14	3,154.97	37,859.74
		STEP H	18.6513	27.9769	1,492.10	3,232.89	38,794.70
		STEP I	19.1119	28.6678	1,528.95	3,312.72	39,752.75
		STEP J	19.5839	29.3758	1,566.71	3,394.54	40,734.51
		STEP K	20.0676	30.1014	1,605.40	3,478.38	41,740.60
		STEP L	20.5631	30.8446	1,645.04	3,564.27	42,771.24
		STEP M	21.0710	31.6065	1,685.68	3,652.30	43,827.68
		STEP N	21.5913	32.3869	1,727.30	3,742.49	44,909.90
		STEP O	22.1245	33.1867	1,769.96	3,834.91	46,018.96
B433	DEPUTY CITY CLERK II						
		STEP A	17.2957	25.9435	1,383.65	2,997.92	35,975.05
		STEP B	17.7228	26.5842	1,417.82	3,071.95	36,863.42
		STEP C	18.1605	27.2407	1,452.84	3,147.82	37,773.84
		STEP D	18.6090	27.9135	1,488.72	3,225.56	38,706.72
		STEP E	19.0685	28.6027	1,525.48	3,305.20	39,662.48
		STEP F	19.5394	29.3091	1,563.15	3,386.82	40,641.95
		STEP G	20.0220	30.0330	1,601.76	3,470.48	41,645.76
		STEP H	20.5164	30.7746	1,641.31	3,556.17	42,674.11
		STEP I	21.0231	31.5346	1,681.84	3,644.00	43,728.04
		STEP J	21.5423	32.3134	1,723.38	3,734.00	44,807.98
		STEP K	22.0742	33.1113	1,765.93	3,826.19	45,914.33
		STEP L	22.6194	33.9291	1,809.55	3,920.69	47,048.35
		STEP M	23.1780	34.7670	1,854.24	4,017.52	48,210.24
		STEP N	23.7504	35.6256	1,900.03	4,116.73	49,400.83
		STEP O	24.3369	36.5053	1,946.95	4,218.39	50,620.75
B952	DEVELOPMENT SERVICES ANALYST						
		STEP A	30.8338	46.2507	2,466.70	5,344.52	64,134.30
		STEP B	31.5951	47.3926	2,527.60	5,476.48	65,717.80
		STEP C	32.3754	48.5631	2,590.03	5,611.73	67,340.83
		STEP D	33.1749	49.7623	2,653.99	5,750.31	69,003.79
		STEP E	33.9942	50.9913	2,719.53	5,892.32	70,707.93
		STEP F	34.8337	52.2505	2,786.69	6,037.84	72,454.09
		STEP G	35.6939	53.5408	2,855.51	6,186.94	74,243.31
		STEP H	36.5754	54.8631	2,926.03	6,339.73	76,076.83
		STEP I	37.4786	56.2179	2,998.28	6,496.29	77,955.48
		STEP J	38.4042	57.6063	3,072.33	6,656.72	79,880.73
		STEP K	39.3526	59.0289	3,148.20	6,821.11	81,853.40
		STEP L	40.3244	60.4866	3,225.95	6,989.56	83,874.75
		STEP M	41.3203	61.9804	3,305.62	7,162.18	85,946.22
		STEP N	42.3407	63.5110	3,387.25	7,339.05	88,068.65
		STEP O	43.3863	65.0794	3,470.90	7,520.29	90,243.50

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B434	DEVELOPMENT TECHNICIAN I						
		STEP A	20.4610	30.6915	1,636.88	3,546.57	42,558.88
		STEP B	20.9663	31.4494	1,677.30	3,634.15	43,609.90
		STEP C	21.4841	32.2261	1,718.72	3,723.91	44,686.92
		STEP D	22.0147	33.0220	1,761.17	3,815.88	45,790.57
		STEP E	22.5583	33.8374	1,804.66	3,910.10	46,921.26
		STEP F	23.1153	34.6729	1,849.22	4,006.65	48,079.82
		STEP G	23.6862	35.5293	1,894.89	4,105.60	49,267.29
		STEP H	24.2712	36.4068	1,941.69	4,207.00	50,484.09
		STEP I	24.8706	37.3059	1,989.64	4,310.90	51,730.84
		STEP J	25.4847	38.2270	2,038.77	4,417.34	53,008.17
		STEP K	26.1141	39.1711	2,089.12	4,526.44	54,317.32
		STEP L	26.7590	40.1385	2,140.72	4,638.22	55,658.72
		STEP M	27.4198	41.1297	2,193.58	4,752.76	57,033.18
		STEP N	28.0969	42.1453	2,247.75	4,870.12	58,441.55
		STEP O	28.7908	43.1862	2,303.26	4,990.40	59,884.86
B435	DEVELOPMENT TECHNICIAN II						
		STEP A	22.5071	33.7606	1,800.56	3,901.23	46,814.76
		STEP B	23.0629	34.5943	1,845.03	3,997.56	47,970.83
		STEP C	23.6325	35.4487	1,890.60	4,096.30	49,155.60
		STEP D	24.2160	36.3240	1,937.28	4,197.44	50,369.28
		STEP E	24.8141	37.2211	1,985.12	4,301.11	51,613.32
		STEP F	25.4269	38.1403	2,034.15	4,407.32	52,887.95
		STEP G	26.0548	39.0822	2,084.38	4,516.16	54,193.98
		STEP H	26.6983	40.0474	2,135.86	4,627.70	55,532.46
		STEP I	27.3576	41.0364	2,188.60	4,741.98	56,903.80
		STEP J	28.0332	42.0498	2,242.65	4,859.08	58,309.05
		STEP K	28.7254	43.0881	2,298.03	4,979.06	59,748.83
		STEP L	29.4349	44.1523	2,354.79	5,102.04	61,224.59
		STEP M	30.1618	45.2427	2,412.94	5,228.04	62,736.54
		STEP N	30.9066	46.3599	2,472.52	5,357.14	64,285.72
		STEP O	31.6699	47.5048	2,533.59	5,489.44	65,873.39
B438	ENERGY PROGRAM TECHNICIAN						
		STEP A	22.3391	33.5086	1,787.12	3,872.11	46,465.32
		STEP B	22.8906	34.3359	1,831.24	3,967.70	47,612.44
		STEP C	23.4559	35.1838	1,876.47	4,065.68	48,788.27
		STEP D	24.0352	36.0528	1,922.81	4,166.10	49,993.21
		STEP E	24.6287	36.9430	1,970.29	4,268.97	51,227.69
		STEP F	25.2370	37.8555	2,018.96	4,374.41	52,492.96
		STEP G	25.8602	38.7903	2,068.81	4,482.43	53,789.21
		STEP H	26.4988	39.7482	2,119.90	4,593.12	55,117.50
		STEP I	27.1532	40.7298	2,172.25	4,706.55	56,478.65
		STEP J	27.8238	41.7357	2,225.90	4,822.79	57,873.50
		STEP K	28.5109	42.7663	2,280.87	4,941.88	59,302.67
		STEP L	29.2150	43.8225	2,337.20	5,063.93	60,767.20
		STEP M	29.9365	44.9047	2,394.92	5,188.99	62,267.92
		STEP N	30.6758	46.0137	2,454.06	5,317.13	63,805.66
		STEP O	31.4333	47.1499	2,514.66	5,448.43	65,381.26

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B440	ENGINEERING TECHNICIAN I						
		STEP A	21.1552	31.7328	1,692.41	3,666.90	44,002.81
		STEP B	21.6775	32.5162	1,734.20	3,757.43	45,089.20
		STEP C	22.2129	33.3193	1,777.03	3,850.23	46,202.83
		STEP D	22.7614	34.1421	1,820.91	3,945.30	47,343.71
		STEP E	23.3235	34.9852	1,865.88	4,042.74	48,512.88
		STEP F	23.8995	35.8492	1,911.96	4,142.58	49,710.96
		STEP G	24.4897	36.7345	1,959.17	4,244.88	50,938.57
		STEP H	25.0945	37.6417	2,007.56	4,349.71	52,196.56
		STEP I	25.7142	38.5713	2,057.13	4,457.12	53,485.53
		STEP J	26.3493	39.5239	2,107.94	4,567.21	54,806.54
		STEP K	27.0000	40.5000	2,160.00	4,680.00	56,160.00
		STEP L	27.6667	41.5000	2,213.33	4,795.56	57,546.73
		STEP M	28.3500	42.5250	2,268.00	4,914.00	58,968.00
		STEP N	29.0501	43.5751	2,324.00	5,035.35	60,424.20
		STEP O	29.7675	44.6512	2,381.40	5,159.70	61,916.40
B441	ENGINEERING TECHNICIAN II						
		STEP A	23.2707	34.9060	1,861.65	4,033.58	48,403.05
		STEP B	23.8453	35.7679	1,907.62	4,133.18	49,598.22
		STEP C	24.4341	36.6511	1,954.72	4,235.24	50,822.92
		STEP D	25.0375	37.5562	2,003.00	4,339.83	52,078.00
		STEP E	25.6559	38.4838	2,052.47	4,447.02	53,364.27
		STEP F	26.2894	39.4341	2,103.15	4,556.82	54,681.95
		STEP G	26.9387	40.4080	2,155.09	4,669.37	56,032.49
		STEP H	27.6039	41.4058	2,208.31	4,784.67	57,416.11
		STEP I	28.2856	42.4284	2,262.84	4,902.83	58,834.04
		STEP J	28.9841	43.4761	2,318.72	5,023.91	60,286.92
		STEP K	29.6999	44.5498	2,375.99	5,147.98	61,775.79
		STEP L	30.4334	45.6501	2,434.67	5,275.12	63,301.47
		STEP M	31.1849	46.7773	2,494.79	5,405.38	64,864.59
		STEP N	31.9551	47.9326	2,556.40	5,538.88	66,466.60
		STEP O	32.7442	49.1163	2,619.53	5,675.66	68,107.93
B442	ENVIRONMENTAL COMPL SPEC I						
		STEP A	23.0837	34.6255	1,846.69	4,001.17	48,014.09
		STEP B	23.6537	35.4805	1,892.29	4,099.97	49,199.69
		STEP C	24.2378	36.3567	1,939.02	4,201.21	50,414.62
		STEP D	24.8364	37.2546	1,986.91	4,304.97	51,659.71
		STEP E	25.4497	38.1745	2,035.97	4,411.28	52,935.37
		STEP F	26.0782	39.1173	2,086.25	4,520.22	54,242.65
		STEP G	26.7222	40.0833	2,137.77	4,631.84	55,582.17
		STEP H	27.3821	41.0731	2,190.56	4,746.23	56,954.76
		STEP I	28.0583	42.0874	2,244.66	4,863.43	58,361.26
		STEP J	28.7513	43.1269	2,300.10	4,983.55	59,802.70
		STEP K	29.4613	44.1919	2,356.90	5,106.62	61,279.50
		STEP L	30.1888	45.2832	2,415.10	5,232.72	62,792.70
		STEP M	30.9344	46.4016	2,474.75	5,361.96	64,343.55
		STEP N	31.6983	47.5474	2,535.86	5,494.37	65,932.46
		STEP O	32.4811	48.7216	2,598.48	5,630.05	67,560.68

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B443	ENVIRONMENTAL COMPL SPEC II						
		STEP A	25.3897	38.0845	2,031.17	4,400.88	52,810.57
		STEP B	26.0166	39.0249	2,081.32	4,509.54	54,114.52
		STEP C	26.6591	39.9886	2,132.72	4,620.91	55,450.92
		STEP D	27.3175	40.9762	2,185.40	4,735.03	56,820.40
		STEP E	27.9921	41.9881	2,239.36	4,851.96	58,223.56
		STEP F	28.6834	43.0251	2,294.67	4,971.78	59,661.47
		STEP G	29.3917	44.0875	2,351.33	5,094.56	61,134.73
		STEP H	30.1176	45.1764	2,409.40	5,220.38	62,644.60
		STEP I	30.8613	46.2919	2,468.90	5,349.29	64,191.50
		STEP J	31.6234	47.4351	2,529.87	5,481.38	65,776.67
		STEP K	32.4044	48.6066	2,592.35	5,616.76	67,401.15
		STEP L	33.2046	49.8069	2,656.36	5,755.46	69,065.56
		STEP M	34.0246	51.0369	2,721.96	5,897.59	70,771.16
		STEP N	34.8649	52.2973	2,789.19	6,043.24	72,518.99
		STEP O	35.7259	53.5888	2,858.07	6,192.48	74,309.87
B444	EQUIPMENT SERVICEWORKER						
		STEP A	19.1038	28.6557	1,528.30	3,311.32	39,735.90
		STEP B	19.5756	29.3634	1,566.04	3,393.10	40,717.24
		STEP C	20.0591	30.0886	1,604.72	3,476.91	41,722.92
		STEP D	20.5544	30.8316	1,644.35	3,562.76	42,753.15
		STEP E	21.0621	31.5931	1,684.96	3,650.76	43,809.16
		STEP F	21.5822	32.3733	1,726.57	3,740.91	44,890.97
		STEP G	22.1151	33.1726	1,769.20	3,833.28	45,999.40
		STEP H	22.6613	33.9919	1,812.90	3,927.95	47,135.50
		STEP I	23.2209	34.8313	1,857.67	4,024.95	48,299.47
		STEP J	23.7944	35.6916	1,903.55	4,124.36	49,492.35
		STEP K	24.3820	36.5730	1,950.56	4,226.21	50,714.56
		STEP L	24.9841	37.4761	1,998.72	4,330.57	51,966.92
		STEP M	25.6011	38.4016	2,048.08	4,437.52	53,250.28
		STEP N	26.2334	39.3501	2,098.67	4,547.12	54,565.47
		STEP O	26.8812	40.3218	2,150.49	4,659.40	55,912.89
B445	FINANCE CLERK I						
		STEP A	16.5094	24.7641	1,320.75	2,861.62	34,339.55
		STEP B	16.9171	25.3756	1,353.36	2,932.29	35,187.56
		STEP C	17.3349	26.0023	1,386.79	3,004.71	36,056.59
		STEP D	17.7630	26.6445	1,421.04	3,078.92	36,947.04
		STEP E	18.2017	27.3025	1,456.13	3,154.96	37,859.53
		STEP F	18.6511	27.9766	1,492.08	3,232.85	38,794.28
		STEP G	19.1117	28.6675	1,528.93	3,312.69	39,752.33
		STEP H	19.5837	29.3755	1,566.69	3,394.50	40,734.09
		STEP I	20.0674	30.1011	1,605.39	3,478.34	41,740.19
		STEP J	20.5629	30.8443	1,645.03	3,564.23	42,770.83
		STEP K	21.0708	31.6062	1,685.66	3,652.27	43,827.26
		STEP L	21.5911	32.3866	1,727.28	3,742.45	44,909.48
		STEP M	22.1243	33.1864	1,769.94	3,834.87	46,018.54
		STEP N	22.6706	34.0059	1,813.64	3,929.57	47,154.84
		STEP O	23.2305	34.8457	1,858.44	4,026.62	48,319.44

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B446	FINANCE CLERK II						
		STEP A	18.1604	27.2406	1,452.83	3,147.80	37,773.63
		STEP B	18.6088	27.9132	1,488.70	3,225.52	38,706.30
		STEP C	19.0683	28.6024	1,525.46	3,305.17	39,662.06
		STEP D	19.5392	29.3088	1,563.13	3,386.79	40,641.53
		STEP E	20.0217	30.0325	1,601.73	3,470.42	41,645.13
		STEP F	20.5162	30.7743	1,641.29	3,556.14	42,673.69
		STEP G	21.0228	31.5342	1,681.82	3,643.95	43,727.42
		STEP H	21.5420	32.3130	1,723.36	3,733.94	44,807.36
		STEP I	22.0740	33.1110	1,765.92	3,826.16	45,913.92
		STEP J	22.6191	33.9286	1,809.52	3,920.64	47,047.72
		STEP K	23.1777	34.7665	1,854.21	4,017.46	48,209.61
		STEP L	23.7501	35.6251	1,900.00	4,116.68	49,400.20
		STEP M	24.3366	36.5049	1,946.92	4,218.34	50,620.12
		STEP N	24.9376	37.4064	1,995.00	4,322.51	51,870.20
		STEP O	25.5534	38.3301	2,044.27	4,429.25	53,151.07
B447	FINANCE TECHNICIAN I						
		STEP A	18.9576	28.4364	1,516.60	3,285.98	39,431.80
		STEP B	19.4257	29.1385	1,554.05	3,367.12	40,405.45
		STEP C	19.9054	29.8581	1,592.43	3,450.26	41,403.23
		STEP D	20.3969	30.5953	1,631.75	3,535.46	42,425.55
		STEP E	20.9007	31.3510	1,672.05	3,622.78	43,473.45
		STEP F	21.4168	32.1252	1,713.34	3,712.24	44,546.94
		STEP G	21.9457	32.9185	1,755.65	3,803.92	45,647.05
		STEP H	22.4877	33.7315	1,799.01	3,897.86	46,774.41
		STEP I	23.0430	34.5645	1,843.44	3,994.12	47,929.44
		STEP J	23.6121	35.4181	1,888.96	4,092.76	49,113.16
		STEP K	24.1952	36.2928	1,935.61	4,193.83	50,326.01
		STEP L	24.7927	37.1890	1,983.41	4,297.40	51,568.81
		STEP M	25.4049	38.1073	2,032.39	4,403.51	52,842.19
		STEP N	26.0323	39.0484	2,082.58	4,512.26	54,147.18
		STEP O	26.6752	40.0128	2,134.01	4,623.70	55,484.41
B448	FINANCE TECHNICIAN II						
		STEP A	20.8535	31.2802	1,668.28	3,614.60	43,375.28
		STEP B	21.3682	32.0523	1,709.45	3,703.82	44,445.85
		STEP C	21.8959	32.8438	1,751.67	3,795.28	45,543.47
		STEP D	22.4366	33.6549	1,794.92	3,889.01	46,668.12
		STEP E	22.9907	34.4860	1,839.25	3,985.05	47,820.65
		STEP F	23.5585	35.3377	1,884.68	4,083.47	49,001.68
		STEP G	24.1403	36.2104	1,931.22	4,184.31	50,211.82
		STEP H	24.7364	37.1046	1,978.91	4,287.64	51,451.71
		STEP I	25.3473	38.0209	2,027.78	4,393.53	52,722.38
		STEP J	25.9733	38.9599	2,077.86	4,502.03	54,024.46
		STEP K	26.6147	39.9220	2,129.17	4,613.21	55,358.57
		STEP L	27.2719	40.9078	2,181.75	4,727.12	56,725.55
		STEP M	27.9454	41.9181	2,235.63	4,843.86	58,126.43
		STEP N	28.6356	42.9534	2,290.84	4,963.50	59,562.04
		STEP O	29.3427	44.0140	2,347.41	5,086.06	61,032.81

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B556	FINANCE UTIL BILLING ANALYST I						
		STEP A	31.9009	47.8513	2,552.07	5,529.48	66,353.87
		STEP B	32.6886	49.0329	2,615.08	5,666.02	67,992.28
		STEP C	33.4958	50.2437	2,679.66	5,805.93	69,671.26
		STEP D	34.3230	51.4845	2,745.84	5,949.32	71,391.84
		STEP E	35.1707	52.7560	2,813.65	6,096.25	73,155.05
		STEP F	36.0392	54.0588	2,883.13	6,246.79	74,961.53
		STEP G	36.9292	55.3938	2,954.33	6,401.06	76,812.73
		STEP H	37.8412	56.7618	3,027.29	6,559.14	78,709.69
		STEP I	38.7757	58.1635	3,102.05	6,721.12	80,653.45
		STEP J	39.7333	59.5999	3,178.66	6,887.10	82,645.26
		STEP K	40.7145	61.0717	3,257.16	7,057.18	84,686.16
		STEP L	41.7200	62.5800	3,337.60	7,231.46	86,777.60
		STEP M	42.7503	64.1254	3,420.02	7,410.05	88,920.62
		STEP N	43.8060	65.7090	3,504.48	7,593.04	91,116.48
		STEP O	44.8878	67.3317	3,591.02	7,780.55	93,366.62
B557	FINANCE UTIL BILLNG ANALYST II						
		STEP A	35.0393	52.5589	2,803.14	6,073.47	72,881.74
		STEP B	35.9044	53.8566	2,872.35	6,223.42	74,681.15
		STEP C	36.7911	55.1866	2,943.28	6,377.12	76,525.48
		STEP D	37.6997	56.5495	3,015.97	6,534.61	78,415.37
		STEP E	38.6307	57.9460	3,090.45	6,695.98	80,351.85
		STEP F	39.5847	59.3770	3,166.77	6,861.34	82,336.17
		STEP G	40.5623	60.8434	3,244.98	7,030.79	84,369.58
		STEP H	41.5640	62.3460	3,325.12	7,204.42	86,453.12
		STEP I	42.5904	63.8856	3,407.23	7,382.33	88,588.03
		STEP J	43.6422	65.4633	3,491.37	7,564.64	90,775.77
		STEP K	44.7199	67.0798	3,577.59	7,751.44	93,017.39
		STEP L	45.8243	68.7364	3,665.94	7,942.87	95,314.54
		STEP M	46.9560	70.4340	3,756.48	8,139.04	97,668.48
		STEP N	48.1156	72.1734	3,849.24	8,340.03	100,080.44
		STEP O	49.3038	73.9557	3,944.30	8,545.99	102,551.90
B449	FINANCIAL ANALYST I						
		STEP A	31.9009	47.8513	2,552.07	5,529.48	66,353.87
		STEP B	32.6886	49.0329	2,615.08	5,666.02	67,992.28
		STEP C	33.4958	50.2437	2,679.66	5,805.93	69,671.26
		STEP D	34.3230	51.4845	2,745.84	5,949.32	71,391.84
		STEP E	35.1707	52.7560	2,813.65	6,096.25	73,155.05
		STEP F	36.0392	54.0588	2,883.13	6,246.79	74,961.53
		STEP G	36.9292	55.3938	2,954.33	6,401.06	76,812.73
		STEP H	37.8412	56.7618	3,027.29	6,559.14	78,709.69
		STEP I	38.7757	58.1635	3,102.05	6,721.12	80,653.45
		STEP J	39.7333	59.5999	3,178.66	6,887.10	82,645.26
		STEP K	40.7145	61.0717	3,257.16	7,057.18	84,686.16
		STEP L	41.7200	62.5800	3,337.60	7,231.46	86,777.60
		STEP M	42.7503	64.1254	3,420.02	7,410.05	88,920.62
		STEP N	43.8060	65.7090	3,504.48	7,593.04	91,116.48
		STEP O	44.8878	67.3317	3,591.02	7,780.55	93,366.62

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B450	FINANCIAL ANALYST II						
		STEP A	35.0393	52.5589	2,803.14	6,073.47	72,881.74
		STEP B	35.9044	53.8566	2,872.35	6,223.42	74,681.15
		STEP C	36.7911	55.1866	2,943.28	6,377.12	76,525.48
		STEP D	37.6997	56.5495	3,015.97	6,534.61	78,415.37
		STEP E	38.6307	57.9460	3,090.45	6,695.98	80,351.85
		STEP F	39.5847	59.3770	3,166.77	6,861.34	82,336.17
		STEP G	40.5623	60.8434	3,244.98	7,030.79	84,369.58
		STEP H	41.5640	62.3460	3,325.12	7,204.42	86,453.12
		STEP I	42.5904	63.8856	3,407.23	7,382.33	88,588.03
		STEP J	43.6422	65.4633	3,491.37	7,564.64	90,775.77
		STEP K	44.7199	67.0798	3,577.59	7,751.44	93,017.39
		STEP L	45.8243	68.7364	3,665.94	7,942.87	95,314.54
		STEP M	46.9560	70.4340	3,756.48	8,139.04	97,668.48
		STEP N	48.1156	72.1734	3,849.24	8,340.03	100,080.44
		STEP O	49.3038	73.9557	3,944.30	8,545.99	102,551.90
B453	FLEET MANAGEMENT TECHNICIAN						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.2381	40.8571	2,179.04	4,721.27	56,655.24
		STEP C	27.9108	41.8662	2,232.86	4,837.87	58,054.46
		STEP D	28.6000	42.9000	2,288.00	4,957.33	59,488.00
		STEP E	29.3063	43.9594	2,344.50	5,079.75	60,957.10
		STEP F	30.0300	45.0450	2,402.40	5,205.20	62,462.40
		STEP G	30.7717	46.1575	2,461.73	5,333.76	64,005.13
		STEP H	31.5316	47.2974	2,522.52	5,465.47	65,585.72
		STEP I	32.3102	48.4653	2,584.81	5,600.43	67,205.21
		STEP J	33.1082	49.6623	2,648.65	5,738.75	68,865.05
		STEP K	33.9257	50.8885	2,714.05	5,880.45	70,565.45
		STEP L	34.7635	52.1452	2,781.08	6,025.67	72,308.08
		STEP M	35.6221	53.4331	2,849.76	6,174.49	74,093.96
		STEP N	36.5017	54.7525	2,920.13	6,326.96	75,923.53
		STEP O	37.4032	56.1048	2,992.25	6,483.22	77,798.65
B454	GIS ANALYST I						
		STEP A	26.4993	39.7489	2,119.94	4,593.21	55,118.54
		STEP B	27.1535	40.7302	2,172.28	4,706.60	56,479.28
		STEP C	27.8241	41.7361	2,225.92	4,822.84	57,874.12
		STEP D	28.5112	42.7668	2,280.89	4,941.94	59,303.29
		STEP E	29.2154	43.8231	2,337.23	5,064.00	60,768.03
		STEP F	29.9368	44.9052	2,394.94	5,189.04	62,268.54
		STEP G	30.6761	46.0141	2,454.08	5,317.19	63,806.28
		STEP H	31.4336	47.1504	2,514.68	5,448.49	65,381.88
		STEP I	32.2100	48.3150	2,576.80	5,583.06	66,996.80
		STEP J	33.0054	49.5081	2,640.43	5,720.93	68,651.23
		STEP K	33.8204	50.7306	2,705.63	5,862.20	70,346.43
		STEP L	34.6557	51.9835	2,772.45	6,006.98	72,083.85
		STEP M	35.5115	53.2672	2,840.92	6,155.32	73,863.92
		STEP N	36.3885	54.5827	2,911.08	6,307.34	75,688.08
		STEP O	37.2871	55.9306	2,982.96	6,463.09	77,557.16

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B455	GIS ANALYST II						
		STEP A	29.3657	44.0485	2,349.25	5,090.05	61,080.65
		STEP B	30.0906	45.1359	2,407.24	5,215.70	62,588.44
		STEP C	30.8337	46.2505	2,466.69	5,344.50	64,134.09
		STEP D	31.5952	47.3928	2,527.61	5,476.50	65,718.01
		STEP E	32.3754	48.5631	2,590.03	5,611.73	67,340.83
		STEP F	33.1750	49.7625	2,654.00	5,750.33	69,004.00
		STEP G	33.9943	50.9914	2,719.54	5,892.34	70,708.14
		STEP H	34.8337	52.2505	2,786.69	6,037.84	72,454.09
		STEP I	35.6940	53.5410	2,855.52	6,186.96	74,243.52
		STEP J	36.5744	54.8616	2,925.95	6,339.56	76,074.75
		STEP K	37.4787	56.2180	2,998.29	6,496.30	77,955.69
		STEP L	38.4042	57.6063	3,072.33	6,656.72	79,880.73
		STEP M	39.3526	59.0289	3,148.20	6,821.11	81,853.40
		STEP N	40.3245	60.4867	3,225.96	6,989.58	83,874.96
		STEP O	41.3203	61.9804	3,305.62	7,162.18	85,946.22
B953	GIS TECHNICIAN I						
		STEP A	21.1552	31.7328	1,692.41	3,666.90	44,002.81
		STEP B	21.6775	32.5162	1,734.20	3,757.43	45,089.20
		STEP C	22.2128	33.3192	1,777.02	3,850.21	46,202.62
		STEP D	22.7614	34.1421	1,820.91	3,945.30	47,343.71
		STEP E	23.3235	34.9852	1,865.88	4,042.74	48,512.88
		STEP F	23.8995	35.8492	1,911.96	4,142.58	49,710.96
		STEP G	24.4897	36.7345	1,959.17	4,244.88	50,938.57
		STEP H	25.0945	37.6417	2,007.56	4,349.71	52,196.56
		STEP I	25.7142	38.5713	2,057.13	4,457.12	53,485.53
		STEP J	26.3492	39.5238	2,107.93	4,567.19	54,806.33
		STEP K	26.9999	40.4998	2,159.99	4,679.98	56,159.79
		STEP L	27.6667	41.5000	2,213.33	4,795.56	57,546.73
		STEP M	28.3499	42.5248	2,267.99	4,913.98	58,967.79
		STEP N	29.0501	43.5751	2,324.00	5,035.35	60,424.20
		STEP O	29.7675	44.6512	2,381.40	5,159.70	61,916.40
B954	GIS TECHNICIAN II						
		STEP A	23.2707	34.9060	1,861.65	4,033.58	48,403.05
		STEP B	23.8453	35.7679	1,907.62	4,133.18	49,598.22
		STEP C	24.4341	36.6511	1,954.72	4,235.24	50,822.92
		STEP D	25.0375	37.5562	2,003.00	4,339.83	52,078.00
		STEP E	25.6559	38.4838	2,052.47	4,447.02	53,364.27
		STEP F	26.2894	39.4341	2,103.15	4,556.82	54,681.95
		STEP G	26.9387	40.4080	2,155.09	4,669.37	56,032.49
		STEP H	27.6039	41.4058	2,208.31	4,784.67	57,416.11
		STEP I	28.2856	42.4284	2,262.84	4,902.83	58,834.04
		STEP J	28.9841	43.4761	2,318.72	5,023.91	60,286.92
		STEP K	29.6999	44.5498	2,375.99	5,147.98	61,775.79
		STEP L	30.4334	45.6501	2,434.67	5,275.12	63,301.47
		STEP M	31.1849	46.7773	2,494.79	5,405.38	64,864.59
		STEP N	31.9551	47.9326	2,556.40	5,538.88	66,466.60
		STEP O	32.7442	49.1163	2,619.53	5,675.66	68,107.93

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B456	HOUSING ANALYST I						
		STEP A	26.6686	40.0029	2,133.48	4,622.55	55,470.68
		STEP B	27.3270	40.9905	2,186.16	4,736.68	56,840.16
		STEP C	28.0020	42.0030	2,240.16	4,853.68	58,244.16
		STEP D	28.6934	43.0401	2,295.47	4,973.52	59,682.27
		STEP E	29.4020	44.1030	2,352.16	5,096.34	61,156.16
		STEP F	30.1281	45.1921	2,410.24	5,222.20	62,666.44
		STEP G	30.8721	46.3081	2,469.76	5,351.16	64,213.96
		STEP H	31.6346	47.4519	2,530.76	5,483.33	65,799.96
		STEP I	32.4158	48.6237	2,593.26	5,618.73	67,424.86
		STEP J	33.2163	49.8244	2,657.30	5,757.49	69,089.90
		STEP K	34.0366	51.0549	2,722.92	5,899.67	70,796.12
		STEP L	34.8772	52.3158	2,790.17	6,045.38	72,544.57
		STEP M	35.7385	53.6077	2,859.08	6,194.67	74,336.08
		STEP N	36.6211	54.9316	2,929.68	6,347.65	76,171.88
		STEP O	37.5254	56.2881	3,002.03	6,504.40	78,052.83
B457	HOUSING ANALYST II						
		STEP A	29.3354	44.0031	2,346.83	5,084.80	61,017.63
		STEP B	30.0599	45.0898	2,404.79	5,210.38	62,524.59
		STEP C	30.8023	46.2034	2,464.18	5,339.06	64,068.78
		STEP D	31.5629	47.3443	2,525.03	5,470.90	65,650.83
		STEP E	32.3424	48.5136	2,587.39	5,606.01	67,272.19
		STEP F	33.1410	49.7115	2,651.28	5,744.44	68,933.28
		STEP G	33.9595	50.9392	2,716.76	5,886.31	70,635.76
		STEP H	34.7981	52.1971	2,783.84	6,031.67	72,380.04
		STEP I	35.6575	53.4862	2,852.60	6,180.63	74,167.60
		STEP J	36.5380	54.8070	2,923.04	6,333.25	75,999.04
		STEP K	37.4404	56.1606	2,995.23	6,489.66	77,876.03
		STEP L	38.3650	57.5475	3,069.20	6,649.93	79,799.20
		STEP M	39.3124	58.9686	3,144.99	6,814.14	81,769.79
		STEP N	40.2833	60.4249	3,222.66	6,982.43	83,789.26
		STEP O	41.2781	61.9171	3,302.24	7,154.87	85,858.44
B458	HOUSING TECHNICIAN I						
		STEP A	20.3504	30.5256	1,628.03	3,527.40	42,328.83
		STEP B	20.8529	31.2793	1,668.23	3,614.50	43,374.03
		STEP C	21.3679	32.0518	1,709.43	3,703.76	44,445.23
		STEP D	21.8956	32.8434	1,751.64	3,795.23	45,542.84
		STEP E	22.4363	33.6544	1,794.90	3,888.95	46,667.50
		STEP F	22.9904	34.4856	1,839.23	3,985.00	47,820.03
		STEP G	23.5581	35.3371	1,884.64	4,083.40	49,000.84
		STEP H	24.1399	36.2098	1,931.19	4,184.24	50,210.99
		STEP I	24.7360	37.1040	1,978.88	4,287.57	51,450.88
		STEP J	25.3469	38.0203	2,027.75	4,393.46	52,721.55
		STEP K	25.9728	38.9592	2,077.82	4,501.95	54,023.42
		STEP L	26.6143	39.9214	2,129.14	4,613.14	55,357.74
		STEP M	27.2715	40.9072	2,181.72	4,727.06	56,724.72
		STEP N	27.9450	41.9175	2,235.60	4,843.80	58,125.60
		STEP O	28.6351	42.9526	2,290.80	4,963.41	59,561.00

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B459	HOUSING TECHNICIAN II						
		STEP A	22.3877	33.5815	1,791.01	3,880.53	46,566.41
		STEP B	22.9404	34.4106	1,835.23	3,976.33	47,716.03
		STEP C	23.5070	35.2605	1,880.56	4,074.54	48,894.56
		STEP D	24.0875	36.1312	1,927.00	4,175.16	50,102.00
		STEP E	24.6823	37.0234	1,974.58	4,278.26	51,339.18
		STEP F	25.2919	37.9378	2,023.35	4,383.92	52,607.15
		STEP G	25.9165	38.8747	2,073.32	4,492.19	53,906.32
		STEP H	26.5565	39.8347	2,124.52	4,603.12	55,237.52
		STEP I	27.2123	40.8184	2,176.98	4,716.79	56,601.58
		STEP J	27.8843	41.8264	2,230.74	4,833.27	57,999.34
		STEP K	28.5729	42.8593	2,285.83	4,952.63	59,431.63
		STEP L	29.2786	43.9179	2,342.28	5,074.95	60,899.48
		STEP M	30.0016	45.0024	2,400.12	5,200.27	62,403.32
		STEP N	30.7425	46.1137	2,459.40	5,328.70	63,944.40
		STEP O	31.5017	47.2525	2,520.13	5,460.29	65,523.53
B460	INDUSTRIAL WASTE SPECIALIST						
		STEP A	28.1256	42.1884	2,250.04	4,875.10	58,501.24
		STEP B	28.8200	43.2300	2,305.60	4,995.46	59,945.60
		STEP C	29.5317	44.2975	2,362.53	5,118.82	61,425.93
		STEP D	30.2610	45.3915	2,420.88	5,245.24	62,942.88
		STEP E	31.0083	46.5124	2,480.66	5,374.77	64,497.26
		STEP F	31.7741	47.6611	2,541.92	5,507.51	66,090.12
		STEP G	32.5588	48.8382	2,604.70	5,643.52	67,722.30
		STEP H	33.3628	50.0442	2,669.02	5,782.88	69,394.62
		STEP I	34.1867	51.2800	2,734.93	5,925.69	71,108.33
		STEP J	35.0310	52.5465	2,802.48	6,072.04	72,864.48
		STEP K	35.8961	53.8441	2,871.68	6,221.99	74,663.88
		STEP L	36.7826	55.1739	2,942.60	6,375.65	76,507.80
		STEP M	37.6909	56.5363	3,015.27	6,533.08	78,397.07
		STEP N	38.6217	57.9325	3,089.73	6,694.42	80,333.13
		STEP O	39.5755	59.3632	3,166.04	6,859.75	82,317.04
B461	INDUSTRIAL WASTE TECHNICIAN						
		STEP A	24.4546	36.6819	1,956.36	4,238.79	50,865.56
		STEP B	25.0584	37.5876	2,004.67	4,343.45	52,121.47
		STEP C	25.6772	38.5158	2,054.17	4,450.71	53,408.57
		STEP D	26.3114	39.4671	2,104.91	4,560.64	54,727.71
		STEP E	26.9611	40.4416	2,156.88	4,673.25	56,079.08
		STEP F	27.6269	41.4403	2,210.15	4,788.66	57,463.95
		STEP G	28.3092	42.4638	2,264.73	4,906.92	58,883.13
		STEP H	29.0083	43.5124	2,320.66	5,028.10	60,337.26
		STEP I	29.7247	44.5870	2,377.97	5,152.28	61,827.37
		STEP J	30.4587	45.6880	2,436.69	5,279.50	63,354.09
		STEP K	31.2109	46.8163	2,496.87	5,409.88	64,918.67
		STEP L	31.9817	47.9725	2,558.53	5,543.49	66,521.93
		STEP M	32.7715	49.1572	2,621.72	5,680.39	68,164.72
		STEP N	33.5808	50.3712	2,686.46	5,820.67	69,848.06
		STEP O	34.4101	51.6151	2,752.80	5,964.41	71,573.00

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B463	INTERPRETIVE SRVC SPECIALST I						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	20.8051	31.2076	1,664.40	3,606.21	43,274.60
		STEP C	21.3188	31.9782	1,705.50	3,695.25	44,343.10
		STEP D	21.8453	32.7679	1,747.62	3,786.51	45,438.22
		STEP E	22.3848	33.5772	1,790.78	3,880.03	46,560.38
		STEP F	22.9376	34.4064	1,835.00	3,975.85	47,710.20
		STEP G	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP H	24.0845	36.1267	1,926.76	4,174.64	50,095.76
		STEP I	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP J	25.2887	37.9330	2,023.09	4,383.37	52,600.49
		STEP K	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP L	26.5532	39.8298	2,124.25	4,602.55	55,230.65
		STEP M	27.2089	40.8133	2,176.71	4,716.20	56,594.51
		STEP N	27.8809	41.8213	2,230.47	4,832.68	57,992.27
		STEP O	28.5694	42.8541	2,285.55	4,952.02	59,424.35
B462	INTERPRETIVE SRVC SPECIALST II						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	22.8855	34.3282	1,830.84	3,966.82	47,601.84
		STEP C	23.4507	35.1760	1,876.05	4,064.78	48,777.45
		STEP D	24.0298	36.0447	1,922.38	4,165.16	49,981.98
		STEP E	24.6233	36.9349	1,969.86	4,268.03	51,216.46
		STEP F	25.2313	37.8469	2,018.50	4,373.42	52,481.10
		STEP G	25.8544	38.7816	2,068.35	4,481.42	53,777.15
		STEP H	26.4929	39.7393	2,119.43	4,592.10	55,105.23
		STEP I	27.1472	40.7208	2,171.77	4,705.51	56,466.17
		STEP J	27.8176	41.7264	2,225.40	4,821.71	57,860.60
		STEP K	28.5045	42.7567	2,280.36	4,940.78	59,289.36
		STEP L	29.2085	43.8127	2,336.68	5,062.80	60,753.68
		STEP M	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP N	30.6689	46.0033	2,453.51	5,315.94	63,791.31
		STEP O	31.4263	47.1394	2,514.10	5,447.22	65,366.70
B464	IRRIGATION TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.3223	37.9834	2,025.78	4,389.19	52,670.38
		STEP C	25.9477	38.9215	2,075.81	4,497.60	53,971.21
		STEP D	26.5884	39.8826	2,127.07	4,608.65	55,303.87
		STEP E	27.2451	40.8676	2,179.60	4,722.48	56,669.80
		STEP F	27.9179	41.8768	2,233.43	4,839.10	58,069.23
		STEP G	28.6073	42.9109	2,288.58	4,958.59	59,503.18
		STEP H	29.3139	43.9708	2,345.11	5,081.07	60,972.91
		STEP I	30.0378	45.0567	2,403.02	5,206.55	62,478.62
		STEP J	30.7795	46.1692	2,462.36	5,335.11	64,021.36
		STEP K	31.5396	47.3094	2,523.16	5,466.86	65,602.36
		STEP L	32.3185	48.4777	2,585.48	5,601.87	67,222.48
		STEP M	33.1166	49.6749	2,649.32	5,740.21	68,882.52
		STEP N	33.9345	50.9017	2,714.76	5,881.98	70,583.76
		STEP O	34.7725	52.1587	2,781.80	6,027.23	72,326.80

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B465	IT ANALYST I						
		STEP A	27.9469	41.9203	2,235.75	4,844.12	58,129.55
		STEP B	28.6369	42.9553	2,290.95	4,963.72	59,564.75
		STEP C	29.3441	44.0161	2,347.52	5,086.31	61,035.72
		STEP D	30.0688	45.1032	2,405.50	5,211.92	62,543.10
		STEP E	30.8113	46.2169	2,464.90	5,340.62	64,087.50
		STEP F	31.5723	47.3584	2,525.78	5,472.53	65,670.38
		STEP G	32.3520	48.5280	2,588.16	5,607.68	67,292.16
		STEP H	33.1508	49.7262	2,652.06	5,746.13	68,953.66
		STEP I	33.9696	50.9544	2,717.56	5,888.06	70,656.76
		STEP J	34.8084	52.2126	2,784.67	6,033.45	72,401.47
		STEP K	35.6681	53.5021	2,853.44	6,182.47	74,189.64
		STEP L	36.5488	54.8232	2,923.90	6,335.12	76,021.50
		STEP M	37.4514	56.1771	2,996.11	6,491.57	77,898.91
		STEP N	38.3764	57.5646	3,070.11	6,651.90	79,822.91
		STEP O	39.3241	58.9861	3,145.92	6,816.17	81,794.12
B466	IT ANALYST II						
		STEP A	30.7418	46.1127	2,459.34	5,328.57	63,942.94
		STEP B	31.5006	47.2509	2,520.04	5,460.10	65,521.24
		STEP C	32.2785	48.4177	2,582.28	5,594.94	67,139.28
		STEP D	33.0756	49.6134	2,646.04	5,733.10	68,797.24
		STEP E	33.8925	50.8387	2,711.40	5,874.70	70,496.40
		STEP F	34.7295	52.0942	2,778.36	6,019.78	72,237.36
		STEP G	35.5871	53.3806	2,846.96	6,168.43	74,021.16
		STEP H	36.4659	54.6988	2,917.27	6,320.75	75,849.07
		STEP I	37.3665	56.0497	2,989.32	6,476.86	77,722.32
		STEP J	38.2893	57.4339	3,063.14	6,636.81	79,641.74
		STEP K	39.2348	58.8522	3,138.78	6,800.69	81,608.38
		STEP L	40.2038	60.3057	3,216.30	6,968.65	83,623.90
		STEP M	41.1966	61.7949	3,295.72	7,140.74	85,688.92
		STEP N	42.2140	63.3210	3,377.12	7,317.09	87,805.12
		STEP O	43.2565	64.8847	3,460.52	7,497.79	89,973.52
B469	IT PLANNING & POLICY TECH						
		STEP A	23.9838	35.9757	1,918.70	4,157.19	49,886.30
		STEP B	24.5760	36.8640	1,966.08	4,259.84	51,118.08
		STEP C	25.1829	37.7743	2,014.63	4,365.03	52,380.43
		STEP D	25.8048	38.7072	2,064.38	4,472.83	53,673.98
		STEP E	26.4420	39.6630	2,115.36	4,583.28	54,999.36
		STEP F	27.0950	40.6425	2,167.60	4,696.46	56,357.60
		STEP G	27.7642	41.6463	2,221.13	4,812.46	57,749.53
		STEP H	28.4498	42.6747	2,275.98	4,931.29	59,175.58
		STEP I	29.1524	43.7286	2,332.19	5,053.08	60,636.99
		STEP J	29.8723	44.8084	2,389.78	5,177.86	62,134.38
		STEP K	30.6100	45.9150	2,448.80	5,305.73	63,668.80
		STEP L	31.3660	47.0490	2,509.28	5,436.77	65,241.28
		STEP M	32.1406	48.2109	2,571.24	5,571.03	66,852.44
		STEP N	32.9343	49.4014	2,634.74	5,708.61	68,503.34
		STEP O	33.7476	50.6214	2,699.80	5,849.58	70,195.00

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B470	IT TECHNICIAN I						
		STEP A	21.7292	32.5938	1,738.33	3,766.39	45,196.73
		STEP B	22.2657	33.3985	1,781.25	3,859.38	46,312.65
		STEP C	22.8156	34.2234	1,825.24	3,954.70	47,456.44
		STEP D	23.3790	35.0685	1,870.32	4,052.36	48,628.32
		STEP E	23.9564	35.9346	1,916.51	4,152.44	49,829.31
		STEP F	24.5480	36.8220	1,963.84	4,254.98	51,059.84
		STEP G	25.1542	37.7313	2,012.33	4,360.06	52,320.73
		STEP H	25.7754	38.6631	2,062.03	4,467.73	53,612.83
		STEP I	26.4120	39.6180	2,112.96	4,578.08	54,936.96
		STEP J	27.0642	40.5963	2,165.13	4,691.12	56,293.53
		STEP K	27.7326	41.5989	2,218.60	4,806.98	57,683.80
		STEP L	28.4174	42.6261	2,273.39	4,925.68	59,108.19
		STEP M	29.1192	43.6788	2,329.53	5,047.32	60,567.93
		STEP N	29.8383	44.7574	2,387.06	5,171.97	62,063.66
		STEP O	30.5752	45.8628	2,446.01	5,299.70	63,596.41
B471	IT TECHNICIAN II						
		STEP A	23.9021	35.8531	1,912.16	4,143.03	49,716.36
		STEP B	24.4922	36.7383	1,959.37	4,245.31	50,943.77
		STEP C	25.0971	37.6456	2,007.76	4,350.16	52,201.96
		STEP D	25.7169	38.5753	2,057.35	4,457.59	53,491.15
		STEP E	26.3519	39.5278	2,108.15	4,567.66	54,811.95
		STEP F	27.0027	40.5040	2,160.21	4,680.46	56,165.61
		STEP G	27.6696	41.5044	2,213.56	4,796.06	57,552.76
		STEP H	28.3529	42.5293	2,268.23	4,914.50	58,974.03
		STEP I	29.0530	43.5795	2,324.24	5,035.85	60,430.24
		STEP J	29.7705	44.6557	2,381.64	5,160.22	61,922.64
		STEP K	30.5057	45.7585	2,440.45	5,287.65	63,451.85
		STEP L	31.2591	46.8886	2,500.72	5,418.24	65,018.92
		STEP M	32.0310	48.0465	2,562.48	5,552.04	66,624.48
		STEP N	32.8220	49.2330	2,625.76	5,689.14	68,269.76
		STEP O	33.6326	50.4489	2,690.60	5,829.65	69,955.80
B472	JR ENGINEER						
		STEP A	29.2990	43.9485	2,343.92	5,078.49	60,941.92
		STEP B	30.0225	45.0337	2,401.80	5,203.90	62,446.80
		STEP C	30.7639	46.1458	2,461.11	5,332.40	63,988.91
		STEP D	31.5236	47.2854	2,521.88	5,464.09	65,569.08
		STEP E	32.3021	48.4531	2,584.16	5,599.03	67,188.36
		STEP F	33.0998	49.6497	2,647.98	5,737.29	68,847.58
		STEP G	33.9172	50.8758	2,713.37	5,878.98	70,547.77
		STEP H	34.7548	52.1322	2,780.38	6,024.16	72,289.98
		STEP I	35.6131	53.4196	2,849.04	6,172.93	74,075.24
		STEP J	36.4926	54.7389	2,919.40	6,325.38	75,904.60
		STEP K	37.3938	56.0907	2,991.50	6,481.59	77,779.10
		STEP L	38.3172	57.4758	3,065.37	6,641.64	79,699.77
		STEP M	39.2635	58.8952	3,141.08	6,805.67	81,668.08
		STEP N	40.2331	60.3496	3,218.64	6,973.73	83,684.84
		STEP O	41.2267	61.8400	3,298.13	7,145.96	85,751.53

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B473	LABORATORY TECHNICIAN I						
		STEP A	20.2263	30.3394	1,618.10	3,505.89	42,070.70
		STEP B	20.7258	31.0887	1,658.06	3,592.47	43,109.66
		STEP C	21.2376	31.8564	1,699.00	3,681.18	44,174.20
		STEP D	21.7621	32.6431	1,740.96	3,772.09	45,265.16
		STEP E	22.2995	33.4492	1,783.96	3,865.24	46,382.96
		STEP F	22.8502	34.2753	1,828.01	3,960.70	47,528.41
		STEP G	23.4145	35.1217	1,873.16	4,058.51	48,702.16
		STEP H	23.9927	35.9890	1,919.41	4,158.73	49,904.81
		STEP I	24.5852	36.8778	1,966.81	4,261.43	51,137.21
		STEP J	25.1923	37.7884	2,015.38	4,366.66	52,399.98
		STEP K	25.8145	38.7217	2,065.16	4,474.51	53,694.16
		STEP L	26.4520	39.6780	2,116.16	4,585.01	55,020.16
		STEP M	27.1052	40.6578	2,168.41	4,698.23	56,378.81
		STEP N	27.7746	41.6619	2,221.96	4,814.26	57,771.16
		STEP O	28.4605	42.6907	2,276.84	4,933.15	59,197.84
B474	LABORATORY TECHNICIAN II						
		STEP A	22.2315	33.3472	1,778.52	3,853.46	46,241.52
		STEP B	22.7804	34.1706	1,822.43	3,948.60	47,383.23
		STEP C	23.3430	35.0145	1,867.44	4,046.12	48,553.44
		STEP D	23.9195	35.8792	1,913.56	4,146.04	49,752.56
		STEP E	24.5102	36.7653	1,960.81	4,248.43	50,981.21
		STEP F	25.1155	37.6732	2,009.24	4,353.35	52,240.24
		STEP G	25.7357	38.6035	2,058.85	4,460.85	53,530.25
		STEP H	26.3713	39.5569	2,109.70	4,571.02	54,852.30
		STEP I	27.0225	40.5337	2,161.80	4,683.90	56,206.80
		STEP J	27.6898	41.5347	2,215.18	4,799.56	57,594.78
		STEP K	28.3737	42.5605	2,269.89	4,918.10	59,017.29
		STEP L	29.0744	43.6116	2,325.95	5,039.56	60,474.75
		STEP M	29.7924	44.6886	2,383.39	5,164.01	61,968.19
		STEP N	30.5281	45.7921	2,442.24	5,291.53	63,498.44
		STEP O	31.2820	46.9230	2,502.56	5,422.21	65,066.56
B475	LIBRARIAN I						
		STEP A	22.9630	34.4445	1,837.04	3,980.25	47,763.04
		STEP B	23.5299	35.2948	1,882.39	4,078.51	48,942.19
		STEP C	24.1110	36.1665	1,928.88	4,179.24	50,150.88
		STEP D	24.7065	37.0597	1,976.52	4,282.46	51,389.52
		STEP E	25.3166	37.9749	2,025.32	4,388.21	52,658.52
		STEP F	25.9418	38.9127	2,075.34	4,496.57	53,958.94
		STEP G	26.5824	39.8736	2,126.59	4,607.61	55,291.39
		STEP H	27.2389	40.8583	2,179.11	4,721.40	56,656.91
		STEP I	27.9116	41.8674	2,232.92	4,838.01	58,056.12
		STEP J	28.6009	42.9013	2,288.07	4,957.48	59,489.87
		STEP K	29.3072	43.9608	2,344.57	5,079.91	60,958.97
		STEP L	30.0309	45.0463	2,402.47	5,205.35	62,464.27
		STEP M	30.7726	46.1589	2,461.80	5,333.91	64,007.00
		STEP N	31.5325	47.2987	2,522.60	5,465.63	65,587.60
		STEP O	32.3112	48.4668	2,584.89	5,600.60	67,207.29

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B476	LIBRARIAN II						
		STEP A	25.2592	37.8888	2,020.73	4,378.26	52,539.13
		STEP B	25.8828	38.8242	2,070.62	4,486.35	53,836.22
		STEP C	26.5220	39.7830	2,121.76	4,597.14	55,165.76
		STEP D	27.1770	40.7655	2,174.16	4,710.68	56,528.16
		STEP E	27.8482	41.7723	2,227.85	4,827.02	57,924.25
		STEP F	28.5359	42.8038	2,282.87	4,946.22	59,354.67
		STEP G	29.2406	43.8609	2,339.24	5,068.37	60,820.44
		STEP H	29.9627	44.9440	2,397.01	5,193.53	62,322.41
		STEP I	30.7026	46.0539	2,456.20	5,321.78	63,861.40
		STEP J	31.4608	47.1912	2,516.86	5,453.20	65,438.46
		STEP K	32.2378	48.3567	2,579.02	5,587.88	67,054.62
		STEP L	33.0339	49.5508	2,642.71	5,725.87	68,710.51
		STEP M	33.8497	50.7745	2,707.97	5,867.28	70,407.37
		STEP N	34.6856	52.0284	2,774.84	6,012.17	72,146.04
		STEP O	35.5422	53.3133	2,843.37	6,160.64	73,927.77
B477	LIBRARY ASSISTANT I						
		STEP A	16.3923	24.5884	1,311.38	2,841.33	34,095.98
		STEP B	16.7971	25.1956	1,343.76	2,911.49	34,937.96
		STEP C	17.2119	25.8178	1,376.95	2,983.39	35,800.75
		STEP D	17.6369	26.4553	1,410.95	3,057.06	36,684.75
		STEP E	18.0725	27.1087	1,445.80	3,132.56	37,590.80
		STEP F	18.5188	27.7782	1,481.50	3,209.92	38,519.10
		STEP G	18.9762	28.4643	1,518.09	3,289.20	39,470.49
		STEP H	19.4448	29.1672	1,555.58	3,370.43	40,445.18
		STEP I	19.9250	29.8875	1,594.00	3,453.66	41,444.00
		STEP J	20.4170	30.6255	1,633.36	3,538.94	42,467.36
		STEP K	20.9212	31.3818	1,673.69	3,626.34	43,516.09
		STEP L	21.4378	32.1567	1,715.02	3,715.88	44,590.62
		STEP M	21.9673	32.9509	1,757.38	3,807.66	45,691.98
		STEP N	22.5098	33.7647	1,800.78	3,901.69	46,820.38
		STEP O	23.0657	34.5985	1,845.25	3,998.05	47,976.65
B478	LIBRARY ASSISTANT II						
		STEP A	18.0316	27.0474	1,442.52	3,125.47	37,505.72
		STEP B	18.4768	27.7152	1,478.14	3,202.64	38,431.74
		STEP C	18.9331	28.3996	1,514.64	3,281.73	39,380.84
		STEP D	19.4007	29.1010	1,552.05	3,362.78	40,353.45
		STEP E	19.8798	29.8197	1,590.38	3,445.83	41,349.98
		STEP F	20.3707	30.5560	1,629.65	3,530.92	42,371.05
		STEP G	20.8738	31.3107	1,669.90	3,618.12	43,417.50
		STEP H	21.3893	32.0839	1,711.14	3,707.47	44,489.74
		STEP I	21.9175	32.8762	1,753.40	3,799.03	45,588.40
		STEP J	22.4588	33.6882	1,796.70	3,892.85	46,714.30
		STEP K	23.0133	34.5199	1,841.06	3,988.97	47,867.66
		STEP L	23.5817	35.3725	1,886.53	4,087.49	49,049.93
		STEP M	24.1641	36.2461	1,933.12	4,188.44	50,261.32
		STEP N	24.7608	37.1412	1,980.86	4,291.87	51,502.46
		STEP O	25.3723	38.0584	2,029.78	4,397.86	52,774.38

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B479	LIBRARY TECHNICIAN						
		STEP A	20.5927	30.8890	1,647.41	3,569.40	42,832.81
		STEP B	21.1011	31.6516	1,688.08	3,657.52	43,890.28
		STEP C	21.6223	32.4334	1,729.78	3,747.86	44,974.38
		STEP D	22.1562	33.2343	1,772.49	3,840.40	46,084.89
		STEP E	22.7035	34.0552	1,816.28	3,935.27	47,223.28
		STEP F	23.2641	34.8961	1,861.12	4,032.44	48,389.32
		STEP G	23.8386	35.7579	1,907.08	4,132.02	49,584.28
		STEP H	24.4274	36.6411	1,954.19	4,234.08	50,808.99
		STEP I	25.0306	37.5459	2,002.44	4,338.63	52,063.64
		STEP J	25.6487	38.4730	2,051.89	4,445.77	53,349.29
		STEP K	26.2821	39.4231	2,102.56	4,555.56	54,666.76
		STEP L	26.9312	40.3968	2,154.49	4,668.07	56,016.89
		STEP M	27.5962	41.3943	2,207.69	4,783.34	57,400.09
		STEP N	28.2778	42.4167	2,262.22	4,901.48	58,817.82
		STEP O	28.9761	43.4641	2,318.08	5,022.52	60,270.28
B481	MARKETING & COMMUNIC ANLYST I						
		STEP A	25.9239	38.8858	2,073.91	4,493.47	53,921.71
		STEP B	26.5640	39.8460	2,125.12	4,604.42	55,253.12
		STEP C	27.2200	40.8300	2,177.60	4,718.13	56,617.60
		STEP D	27.8923	41.8384	2,231.38	4,834.66	58,015.98
		STEP E	28.5811	42.8716	2,286.48	4,954.05	59,448.68
		STEP F	29.2869	43.9303	2,342.95	5,076.39	60,916.75
		STEP G	30.0101	45.0151	2,400.80	5,201.75	62,421.00
		STEP H	30.7512	46.1268	2,460.09	5,330.20	63,962.49
		STEP I	31.5107	47.2660	2,520.85	5,461.85	65,542.25
		STEP J	32.2888	48.4332	2,583.10	5,596.72	67,160.70
		STEP K	33.0862	49.6293	2,646.89	5,734.94	68,819.29
		STEP L	33.9033	50.8549	2,712.26	5,876.57	70,518.86
		STEP M	34.7405	52.1107	2,779.24	6,021.68	72,260.24
		STEP N	35.5985	53.3977	2,847.88	6,170.40	74,044.88
		STEP O	36.4776	54.7164	2,918.20	6,322.78	75,873.40
B480	MARKETING & COMMUNIC ANLYST II						
		STEP A	28.5163	42.7744	2,281.30	4,942.82	59,313.90
		STEP B	29.2204	43.8306	2,337.63	5,064.86	60,778.43
		STEP C	29.9420	44.9130	2,395.36	5,189.94	62,279.36
		STEP D	30.6814	46.0221	2,454.51	5,318.10	63,817.31
		STEP E	31.4391	47.1586	2,515.12	5,449.44	65,393.32
		STEP F	32.2155	48.3232	2,577.24	5,584.02	67,008.24
		STEP G	33.0111	49.5166	2,640.88	5,721.92	68,663.08
		STEP H	33.8263	50.7394	2,706.10	5,863.22	70,358.70
		STEP I	34.6617	51.9925	2,772.93	6,008.02	72,096.33
		STEP J	35.5177	53.2765	2,841.41	6,156.40	73,876.81
		STEP K	36.3948	54.5922	2,911.58	6,308.43	75,701.18
		STEP L	37.2936	55.9404	2,983.48	6,464.22	77,570.68
		STEP M	38.2145	57.3217	3,057.16	6,623.84	79,486.16
		STEP N	39.1583	58.7374	3,132.66	6,787.43	81,449.26
		STEP O	40.1253	60.1879	3,210.02	6,955.05	83,460.62

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B482	MECHANIC I						
		STEP A	21.9682	32.9523	1,757.45	3,807.82	45,693.85
		STEP B	22.5107	33.7660	1,800.85	3,901.85	46,822.25
		STEP C	23.0666	34.5999	1,845.32	3,998.21	47,978.52
		STEP D	23.6363	35.4544	1,890.90	4,096.95	49,163.50
		STEP E	24.2200	36.3300	1,937.60	4,198.13	50,377.60
		STEP F	24.8181	37.2271	1,985.44	4,301.80	51,621.64
		STEP G	25.4309	38.1463	2,034.47	4,408.02	52,896.27
		STEP H	26.0591	39.0886	2,084.72	4,516.91	54,202.92
		STEP I	26.7026	40.0539	2,136.20	4,628.45	55,541.40
		STEP J	27.3620	41.0430	2,188.96	4,742.74	56,912.96
		STEP K	28.0377	42.0565	2,243.01	4,859.86	58,318.41
		STEP L	28.7301	43.0951	2,298.40	4,979.88	59,758.60
		STEP M	29.4396	44.1594	2,355.16	5,102.86	61,234.36
		STEP N	30.1666	45.2499	2,413.32	5,228.87	62,746.52
		STEP O	30.9116	46.3674	2,472.92	5,358.01	64,296.12
B483	MECHANIC II						
		STEP A	24.1651	36.2476	1,933.20	4,188.61	50,263.40
		STEP B	24.7622	37.1433	1,980.97	4,292.11	51,505.37
		STEP C	25.3738	38.0607	2,029.90	4,398.12	52,777.50
		STEP D	26.0004	39.0006	2,080.03	4,506.73	54,080.83
		STEP E	26.6425	39.9637	2,131.40	4,618.03	55,416.40
		STEP F	27.3004	40.9506	2,184.03	4,732.06	56,784.83
		STEP G	27.9746	41.9619	2,237.96	4,848.93	58,187.16
		STEP H	28.6655	42.9982	2,293.24	4,968.68	59,624.24
		STEP I	29.3733	44.0599	2,349.86	5,091.37	61,096.46
		STEP J	30.0988	45.1482	2,407.90	5,217.12	62,605.50
		STEP K	30.8420	46.2630	2,467.36	5,345.94	64,151.36
		STEP L	31.6038	47.4057	2,528.30	5,477.99	65,735.90
		STEP M	32.3842	48.5763	2,590.73	5,613.26	67,359.13
		STEP N	33.1840	49.7760	2,654.72	5,751.89	69,022.72
		STEP O	34.0034	51.0051	2,720.27	5,893.92	70,727.07
B484	METER READER						
		STEP A	18.0139	27.0208	1,441.11	3,122.40	37,468.91
		STEP B	18.4587	27.6880	1,476.69	3,199.50	38,394.09
		STEP C	18.9147	28.3720	1,513.17	3,278.54	39,342.57
		STEP D	19.3817	29.0725	1,550.53	3,359.49	40,313.93
		STEP E	19.8604	29.7906	1,588.83	3,442.46	41,309.63
		STEP F	20.3508	30.5262	1,628.06	3,527.47	42,329.66
		STEP G	20.8534	31.2801	1,668.27	3,614.58	43,375.07
		STEP H	21.3684	32.0526	1,709.47	3,703.85	44,446.27
		STEP I	21.8961	32.8441	1,751.68	3,795.32	45,543.88
		STEP J	22.4368	33.6552	1,794.94	3,889.04	46,668.54
		STEP K	22.9909	34.4863	1,839.27	3,985.08	47,821.07
		STEP L	23.5586	35.3379	1,884.68	4,083.49	49,001.88
		STEP M	24.1404	36.2106	1,931.23	4,184.33	50,212.03
		STEP N	24.7366	37.1049	1,978.92	4,287.67	51,452.12
		STEP O	25.3475	38.0212	2,027.80	4,393.56	52,722.80

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B485	METER SERVICE WORKER						
		STEP A	18.9118	28.3677	1,512.94	3,278.04	39,336.54
		STEP B	19.3788	29.0682	1,550.30	3,358.99	40,307.90
		STEP C	19.8574	29.7861	1,588.59	3,441.94	41,303.39
		STEP D	20.3478	30.5217	1,627.82	3,526.95	42,323.42
		STEP E	20.8502	31.2753	1,668.01	3,614.03	43,368.41
		STEP F	21.3651	32.0476	1,709.20	3,703.28	44,439.40
		STEP G	21.8928	32.8392	1,751.42	3,794.75	45,537.02
		STEP H	22.4335	33.6502	1,794.68	3,888.47	46,661.68
		STEP I	22.9874	34.4811	1,838.99	3,984.48	47,813.79
		STEP J	23.5552	35.3328	1,884.41	4,082.90	48,994.81
		STEP K	24.1369	36.2053	1,930.95	4,183.72	50,204.75
		STEP L	24.7329	37.0993	1,978.63	4,287.03	51,444.43
		STEP M	25.3436	38.0154	2,027.48	4,392.89	52,714.68
		STEP N	25.9695	38.9542	2,077.56	4,501.38	54,016.56
		STEP O	26.6109	39.9163	2,128.87	4,612.55	55,350.67
B486	NATURAL RESOURCES TECHNICIAN						
		STEP A	22.2979	33.4468	1,783.83	3,864.96	46,379.63
		STEP B	22.8485	34.2727	1,827.88	3,960.40	47,524.88
		STEP C	23.4128	35.1192	1,873.02	4,058.21	48,698.62
		STEP D	23.9910	35.9865	1,919.28	4,158.44	49,901.28
		STEP E	24.5834	36.8751	1,966.67	4,261.12	51,133.47
		STEP F	25.1905	37.7857	2,015.24	4,366.35	52,396.24
		STEP G	25.8126	38.7189	2,065.00	4,474.18	53,690.20
		STEP H	26.4501	39.6751	2,116.00	4,584.68	55,016.20
		STEP I	27.1033	40.6549	2,168.26	4,697.90	56,374.86
		STEP J	27.7727	41.6590	2,221.81	4,813.93	57,767.21
		STEP K	28.4585	42.6877	2,276.68	4,932.80	59,193.68
		STEP L	29.1613	43.7419	2,332.90	5,054.62	60,655.50
		STEP M	29.8814	44.8221	2,390.51	5,179.44	62,153.31
		STEP N	30.6194	45.9291	2,449.55	5,307.36	63,688.35
		STEP O	31.3755	47.0632	2,510.04	5,438.42	65,261.04
B487	NATURAL RESOURCES WKR I						
		STEP A	18.6048	27.9072	1,488.38	3,224.83	38,697.98
		STEP B	19.0642	28.5963	1,525.13	3,304.46	39,653.53
		STEP C	19.5350	29.3025	1,562.80	3,386.06	40,632.80
		STEP D	20.0175	30.0262	1,601.40	3,469.70	41,636.40
		STEP E	20.5118	30.7677	1,640.94	3,555.37	42,664.54
		STEP F	21.0183	31.5274	1,681.46	3,643.17	43,718.06
		STEP G	21.5374	32.3061	1,722.99	3,733.14	44,797.79
		STEP H	22.0692	33.1038	1,765.53	3,825.32	45,903.93
		STEP I	22.6143	33.9214	1,809.14	3,919.81	47,037.74
		STEP J	23.1728	34.7592	1,853.82	4,016.61	48,199.42
		STEP K	23.7450	35.6175	1,899.60	4,115.80	49,389.60
		STEP L	24.3314	36.4971	1,946.51	4,217.44	50,609.31
		STEP M	24.9323	37.3984	1,994.58	4,321.59	51,859.18
		STEP N	25.5480	38.3220	2,043.84	4,428.32	53,139.84
		STEP O	26.1789	39.2683	2,094.31	4,537.67	54,452.11

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B488	NATURAL RESOURCES WKR II						
		STEP A	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP B	20.9708	31.4562	1,677.66	3,634.93	43,619.26
		STEP C	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP D	22.0194	33.0291	1,761.55	3,816.69	45,800.35
		STEP E	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP F	23.1203	34.6804	1,849.62	4,007.51	48,090.22
		STEP G	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP H	24.2764	36.4146	1,942.11	4,207.90	50,494.91
		STEP I	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP J	25.4902	38.2353	2,039.21	4,418.30	53,019.61
		STEP K	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP L	26.7648	40.1472	2,141.18	4,639.23	55,670.78
		STEP M	27.4258	41.1387	2,194.06	4,753.80	57,045.66
		STEP N	28.1030	42.1545	2,248.24	4,871.18	58,454.24
		STEP O	28.7970	43.1955	2,303.76	4,991.48	59,897.76
B489	OFFICE ASSISTANT I						
		STEP A	15.7235	23.5852	1,257.88	2,725.40	32,704.88
		STEP B	16.1117	24.1675	1,288.93	2,792.69	33,512.33
		STEP C	16.5096	24.7644	1,320.76	2,861.66	34,339.96
		STEP D	16.9173	25.3759	1,353.38	2,932.33	35,187.98
		STEP E	17.3351	26.0026	1,386.80	3,004.75	36,057.00
		STEP F	17.7632	26.6448	1,421.05	3,078.95	36,947.45
		STEP G	18.2018	27.3027	1,456.14	3,154.97	37,859.74
		STEP H	18.6513	27.9769	1,492.10	3,232.89	38,794.70
		STEP I	19.1119	28.6678	1,528.95	3,312.72	39,752.75
		STEP J	19.5839	29.3758	1,566.71	3,394.54	40,734.51
		STEP K	20.0676	30.1014	1,605.40	3,478.38	41,740.60
		STEP L	20.5631	30.8446	1,645.04	3,564.27	42,771.24
		STEP M	21.0710	31.6065	1,685.68	3,652.30	43,827.68
		STEP N	21.5913	32.3869	1,727.30	3,742.49	44,909.90
		STEP O	22.1245	33.1867	1,769.96	3,834.91	46,018.96
B490	OFFICE ASSISTANT II						
		STEP A	17.2957	25.9435	1,383.65	2,997.92	35,975.05
		STEP B	17.7228	26.5842	1,417.82	3,071.95	36,863.42
		STEP C	18.1605	27.2407	1,452.84	3,147.82	37,773.84
		STEP D	18.6090	27.9135	1,488.72	3,225.56	38,706.72
		STEP E	19.0685	28.6027	1,525.48	3,305.20	39,662.48
		STEP F	19.5394	29.3091	1,563.15	3,386.82	40,641.95
		STEP G	20.0220	30.0330	1,601.76	3,470.48	41,645.76
		STEP H	20.5164	30.7746	1,641.31	3,556.17	42,674.11
		STEP I	21.0231	31.5346	1,681.84	3,644.00	43,728.04
		STEP J	21.5423	32.3134	1,723.38	3,734.00	44,807.98
		STEP K	22.0742	33.1113	1,765.93	3,826.19	45,914.33
		STEP L	22.6194	33.9291	1,809.55	3,920.69	47,048.35
		STEP M	23.1780	34.7670	1,854.24	4,017.52	48,210.24
		STEP N	23.7504	35.6256	1,900.03	4,116.73	49,400.83
		STEP O	24.3369	36.5053	1,946.95	4,218.39	50,620.75

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B491	PARKS MAINTENANCE WORKER I						
		STEP A	17.7189	26.5783	1,417.51	3,071.27	36,855.31
		STEP B	18.1565	27.2347	1,452.52	3,147.12	37,765.52
		STEP C	18.6048	27.9072	1,488.38	3,224.83	38,697.98
		STEP D	19.0643	28.5964	1,525.14	3,304.47	39,653.74
		STEP E	19.5351	29.3026	1,562.80	3,386.08	40,633.00
		STEP F	20.0175	30.0262	1,601.40	3,469.70	41,636.40
		STEP G	20.5119	30.7678	1,640.95	3,555.39	42,664.75
		STEP H	21.0184	31.5276	1,681.47	3,643.18	43,718.27
		STEP I	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP J	22.0693	33.1039	1,765.54	3,825.34	45,904.14
		STEP K	22.6143	33.9214	1,809.14	3,919.81	47,037.74
		STEP L	23.1729	34.7593	1,853.83	4,016.63	48,199.63
		STEP M	23.7451	35.6176	1,899.60	4,115.81	49,389.80
		STEP N	24.3315	36.4972	1,946.52	4,217.46	50,609.52
		STEP O	24.9324	37.3986	1,994.59	4,321.61	51,859.39
B492	PARKS MAINTENANCE WORKER II						
		STEP A	19.4909	29.2363	1,559.27	3,378.42	40,541.07
		STEP B	19.9722	29.9583	1,597.77	3,461.84	41,542.17
		STEP C	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP D	20.9709	31.4563	1,677.67	3,634.95	43,619.47
		STEP E	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP F	22.0195	33.0292	1,761.56	3,816.71	45,800.56
		STEP G	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP H	23.1203	34.6804	1,849.62	4,007.51	48,090.22
		STEP I	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP J	24.2764	36.4146	1,942.11	4,207.90	50,494.91
		STEP K	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP L	25.4903	38.2354	2,039.22	4,418.31	53,019.82
		STEP M	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP N	26.7648	40.1472	2,141.18	4,639.23	55,670.78
		STEP O	27.4258	41.1387	2,194.06	4,753.80	57,045.66
B948	PARKS PROJECT TECHNICIAN						
		STEP A	24.7123	37.0684	1,976.98	4,283.46	51,401.58
		STEP B	25.3225	37.9837	2,025.80	4,389.23	52,670.80
		STEP C	25.9478	38.9217	2,075.82	4,497.61	53,971.42
		STEP D	26.5886	39.8829	2,127.08	4,608.69	55,304.28
		STEP E	27.2452	40.8678	2,179.61	4,722.50	56,670.01
		STEP F	27.9181	41.8771	2,233.44	4,839.13	58,069.64
		STEP G	28.6075	42.9112	2,288.60	4,958.63	59,503.60
		STEP H	29.3140	43.9710	2,345.12	5,081.09	60,973.12
		STEP I	30.0379	45.0568	2,403.03	5,206.56	62,478.83
		STEP J	30.7797	46.1695	2,462.37	5,335.14	64,021.77
		STEP K	31.5398	47.3097	2,523.18	5,466.89	65,602.78
		STEP L	32.3187	48.4780	2,585.49	5,601.90	67,222.89
		STEP M	33.1168	49.6752	2,649.34	5,740.24	68,882.94
		STEP N	33.9347	50.9020	2,714.77	5,882.01	70,584.17
		STEP O	34.7727	52.1590	2,781.81	6,027.26	72,327.21

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B493	PARKS, REC & LIBRARIES TECH						
		STEP A	22.5960	33.8940	1,807.68	3,916.64	46,999.68
		STEP B	23.1540	34.7310	1,852.32	4,013.36	48,160.32
		STEP C	23.7258	35.5887	1,898.06	4,112.47	49,349.66
		STEP D	24.3117	36.4675	1,944.93	4,214.02	50,568.33
		STEP E	24.9121	37.3681	1,992.96	4,318.09	51,817.16
		STEP F	25.5273	38.2909	2,042.18	4,424.73	53,096.78
		STEP G	26.1577	39.2365	2,092.61	4,534.00	54,408.01
		STEP H	26.8037	40.2055	2,144.29	4,645.97	55,751.69
		STEP I	27.4656	41.1984	2,197.24	4,760.70	57,128.44
		STEP J	28.1438	42.2157	2,251.50	4,878.25	58,539.10
		STEP K	28.8389	43.2583	2,307.11	4,998.74	59,984.91
		STEP L	29.5511	44.3266	2,364.08	5,122.19	61,466.28
		STEP M	30.2808	45.4212	2,422.46	5,248.67	62,984.06
		STEP N	31.0287	46.5430	2,482.29	5,378.30	64,539.69
		STEP O	31.7949	47.6923	2,543.59	5,511.11	66,133.39
B546	PERMIT ANALYST						
		STEP A	30.9713	46.4569	2,477.70	5,368.35	64,420.30
		STEP B	31.7358	47.6037	2,538.86	5,500.87	66,010.46
		STEP C	32.5195	48.7792	2,601.56	5,636.71	67,640.56
		STEP D	33.3226	49.9839	2,665.80	5,775.91	69,311.00
		STEP E	34.1455	51.2182	2,731.64	5,918.55	71,022.64
		STEP F	34.9888	52.4832	2,799.10	6,064.72	72,776.70
		STEP G	35.8528	53.7792	2,868.22	6,214.48	74,573.82
		STEP H	36.7382	55.1073	2,939.05	6,367.95	76,415.45
		STEP I	37.6454	56.4681	3,011.63	6,525.20	78,302.43
		STEP J	38.5751	57.8626	3,086.00	6,686.35	80,236.20
		STEP K	39.5278	59.2917	3,162.22	6,851.48	82,217.82
		STEP L	40.5039	60.7558	3,240.31	7,020.67	84,248.11
		STEP M	41.5042	62.2563	3,320.33	7,194.06	86,328.73
		STEP N	42.5291	63.7936	3,402.32	7,371.71	88,460.52
		STEP O	43.5794	65.3691	3,486.35	7,553.76	90,645.15
B494	PERMITS TECHNICIAN I						
		STEP A	20.0480	30.0720	1,603.84	3,474.98	41,699.84
		STEP B	20.5431	30.8146	1,643.44	3,560.80	42,729.64
		STEP C	21.0504	31.5756	1,684.03	3,648.73	43,784.83
		STEP D	21.5702	32.3553	1,725.61	3,738.83	44,866.01
		STEP E	22.1029	33.1543	1,768.23	3,831.16	45,974.03
		STEP F	22.6488	33.9732	1,811.90	3,925.79	47,109.50
		STEP G	23.2081	34.8121	1,856.64	4,022.73	48,272.84
		STEP H	23.7812	35.6718	1,902.49	4,122.07	49,464.89
		STEP I	24.3685	36.5527	1,949.48	4,223.87	50,686.48
		STEP J	24.9703	37.4554	1,997.62	4,328.18	51,938.22
		STEP K	25.5869	38.3803	2,046.95	4,435.06	53,220.75
		STEP L	26.2188	39.3282	2,097.50	4,544.59	54,535.10
		STEP M	26.8663	40.2994	2,149.30	4,656.82	55,881.90
		STEP N	27.5298	41.2947	2,202.38	4,771.83	57,261.98
		STEP O	28.2096	42.3144	2,256.76	4,889.66	58,675.96

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B495	PERMITS TECHNICIAN II						
		STEP A	22.0528	33.0792	1,764.22	3,822.48	45,869.82
		STEP B	22.5974	33.8961	1,807.79	3,916.88	47,002.59
		STEP C	23.1554	34.7331	1,852.43	4,013.60	48,163.23
		STEP D	23.7272	35.5908	1,898.17	4,112.71	49,352.57
		STEP E	24.3132	36.4698	1,945.05	4,214.28	50,571.45
		STEP F	24.9137	37.3705	1,993.09	4,318.37	51,820.49
		STEP G	25.5290	38.2935	2,042.32	4,425.02	53,100.32
		STEP H	26.1593	39.2389	2,092.74	4,534.27	54,411.34
		STEP I	26.8054	40.2081	2,144.43	4,646.26	55,755.23
		STEP J	27.4674	41.2011	2,197.39	4,761.01	57,132.19
		STEP K	28.1457	42.2185	2,251.65	4,878.58	58,543.05
		STEP L	28.8407	43.2610	2,307.25	4,999.05	59,988.65
		STEP M	29.5530	44.3295	2,364.24	5,122.52	61,470.24
		STEP N	30.2920	45.4380	2,423.36	5,250.61	63,007.36
		STEP O	31.0306	46.5459	2,482.44	5,378.63	64,543.64
B499	PROJECT COORDINATOR						
		STEP A	28.9983	43.4974	2,319.86	5,026.37	60,316.46
		STEP B	29.7143	44.5714	2,377.14	5,150.47	61,805.74
		STEP C	30.4481	45.6721	2,435.84	5,277.67	63,332.04
		STEP D	31.2000	46.8000	2,496.00	5,408.00	64,896.00
		STEP E	31.9705	47.9557	2,557.64	5,541.55	66,498.64
		STEP F	32.7600	49.1400	2,620.80	5,678.40	68,140.80
		STEP G	33.5691	50.3536	2,685.52	5,818.64	69,823.72
		STEP H	34.3981	51.5971	2,751.84	5,962.33	71,548.04
		STEP I	35.2475	52.8712	2,819.80	6,109.56	73,314.80
		STEP J	36.1180	54.1770	2,889.44	6,260.45	75,125.44
		STEP K	37.0099	55.5148	2,960.79	6,415.04	76,980.59
		STEP L	37.9239	56.8858	3,033.91	6,573.47	78,881.71
		STEP M	38.8605	58.2907	3,108.84	6,735.82	80,829.84
		STEP N	39.8201	59.7301	3,185.60	6,902.15	82,825.80
		STEP O	40.8035	61.2052	3,264.28	7,072.60	84,871.28
B501	RECREATION COORDINATOR I						
		STEP A	20.3037	30.4555	1,624.29	3,519.30	42,231.69
		STEP B	20.8051	31.2076	1,664.40	3,606.21	43,274.60
		STEP C	21.3188	31.9782	1,705.50	3,695.25	44,343.10
		STEP D	21.8453	32.7679	1,747.62	3,786.51	45,438.22
		STEP E	22.3848	33.5772	1,790.78	3,880.03	46,560.38
		STEP F	22.9376	34.4064	1,835.00	3,975.85	47,710.20
		STEP G	23.5041	35.2561	1,880.32	4,074.04	48,888.52
		STEP H	24.0845	36.1267	1,926.76	4,174.64	50,095.76
		STEP I	24.6793	37.0189	1,974.34	4,277.74	51,332.94
		STEP J	25.2887	37.9330	2,023.09	4,383.37	52,600.49
		STEP K	25.9133	38.8699	2,073.06	4,491.63	53,899.66
		STEP L	26.5532	39.8298	2,124.25	4,602.55	55,230.65
		STEP M	27.2089	40.8133	2,176.71	4,716.20	56,594.51
		STEP N	27.8809	41.8213	2,230.47	4,832.68	57,992.27
		STEP O	28.5694	42.8541	2,285.55	4,952.02	59,424.35

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B502	RECREATION COORDINATOR II						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	22.8855	34.3282	1,830.84	3,966.82	47,601.84
		STEP C	23.4507	35.1760	1,876.05	4,064.78	48,777.45
		STEP D	24.0298	36.0447	1,922.38	4,165.16	49,981.98
		STEP E	24.6233	36.9349	1,969.86	4,268.03	51,216.46
		STEP F	25.2313	37.8469	2,018.50	4,373.42	52,481.10
		STEP G	25.8544	38.7816	2,068.35	4,481.42	53,777.15
		STEP H	26.4929	39.7393	2,119.43	4,592.10	55,105.23
		STEP I	27.1472	40.7208	2,171.77	4,705.51	56,466.17
		STEP J	27.8176	41.7264	2,225.40	4,821.71	57,860.60
		STEP K	28.5045	42.7567	2,280.36	4,940.78	59,289.36
		STEP L	29.2085	43.8127	2,336.68	5,062.80	60,753.68
		STEP M	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP N	30.6689	46.0033	2,453.51	5,315.94	63,791.31
		STEP O	31.4263	47.1394	2,514.10	5,447.22	65,366.70
B552	RECREATION LEADER						
		STEP A	17.2957	25.9435	1,383.65	2,997.92	35,975.05
		STEP B	17.7228	26.5842	1,417.82	3,071.95	36,863.42
		STEP C	18.1605	27.2407	1,452.84	3,147.82	37,773.84
		STEP D	18.6090	27.9135	1,488.72	3,225.56	38,706.72
		STEP E	19.0685	28.6027	1,525.48	3,305.20	39,662.48
		STEP F	19.5394	29.3091	1,563.15	3,386.82	40,641.95
		STEP G	20.0220	30.0330	1,601.76	3,470.48	41,645.76
		STEP H	20.5164	30.7746	1,641.31	3,556.17	42,674.11
		STEP I	21.0231	31.5346	1,681.84	3,644.00	43,728.04
		STEP J	21.5423	32.3134	1,723.38	3,734.00	44,807.98
		STEP K	22.0742	33.1113	1,765.93	3,826.19	45,914.33
		STEP L	22.6194	33.9291	1,809.55	3,920.69	47,048.35
		STEP M	23.1780	34.7670	1,854.24	4,017.52	48,210.24
		STEP N	23.7504	35.6256	1,900.03	4,116.73	49,400.83
		STEP O	24.3369	36.5053	1,946.95	4,218.39	50,620.75
B548	RECYCLING & ORGANICS COORDNTR						
		STEP A	26.5706	39.8559	2,125.64	4,605.57	55,266.84
		STEP B	27.2239	40.8358	2,177.91	4,718.80	56,625.71
		STEP C	27.8962	41.8443	2,231.69	4,835.34	58,024.09
		STEP D	28.5851	42.8776	2,286.80	4,954.75	59,457.00
		STEP E	29.2910	43.9365	2,343.28	5,077.10	60,925.28
		STEP F	30.0143	45.0214	2,401.14	5,202.47	62,429.74
		STEP G	30.7556	46.1334	2,460.44	5,330.97	63,971.64
		STEP H	31.5150	47.2725	2,521.20	5,462.60	65,551.20
		STEP I	32.2934	48.4401	2,583.47	5,597.52	67,170.27
		STEP J	33.0908	49.6362	2,647.26	5,735.73	68,828.86
		STEP K	33.9081	50.8621	2,712.64	5,877.40	70,528.84
		STEP L	34.7454	52.1181	2,779.63	6,022.53	72,270.43
		STEP M	35.6035	53.4052	2,848.28	6,171.27	74,055.28
		STEP N	36.4827	54.7240	2,918.61	6,323.66	75,884.01
		STEP O	37.3837	56.0755	2,990.69	6,479.84	77,758.09

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B503	REFUSE MAINTENANCE WORKER I						
		STEP A	15.7699	23.6548	1,261.59	2,733.44	32,801.39
		STEP B	16.1594	24.2391	1,292.75	2,800.96	33,611.55
		STEP C	16.5585	24.8377	1,324.68	2,870.14	34,441.68
		STEP D	16.9674	25.4511	1,357.39	2,941.01	35,292.19
		STEP E	17.3864	26.0796	1,390.91	3,013.64	36,163.71
		STEP F	17.8157	26.7235	1,425.25	3,088.05	37,056.65
		STEP G	18.2558	27.3837	1,460.46	3,164.33	37,972.06
		STEP H	18.7066	28.0599	1,496.52	3,242.47	38,909.72
		STEP I	19.1686	28.7529	1,533.48	3,322.55	39,870.68
		STEP J	19.6419	29.4628	1,571.35	3,404.59	40,855.15
		STEP K	20.1269	30.1903	1,610.15	3,488.66	41,863.95
		STEP L	20.6240	30.9360	1,649.92	3,574.82	42,897.92
		STEP M	21.1333	31.6999	1,690.66	3,663.10	43,957.26
		STEP N	21.6552	32.4828	1,732.41	3,753.56	45,042.81
		STEP O	22.1900	33.2850	1,775.20	3,846.26	46,155.20
B504	REFUSE MAINTENANCE WORKER II						
		STEP A	16.9467	25.4200	1,355.73	2,937.42	35,249.13
		STEP B	17.3652	26.0478	1,389.21	3,009.96	36,119.61
		STEP C	17.7941	26.6911	1,423.52	3,084.31	37,011.72
		STEP D	18.2335	27.3502	1,458.68	3,160.47	37,925.68
		STEP E	18.6838	28.0257	1,494.70	3,238.52	38,862.30
		STEP F	19.1452	28.7178	1,531.61	3,318.50	39,822.01
		STEP G	19.6180	29.4270	1,569.44	3,400.45	40,805.44
		STEP H	20.1025	30.1537	1,608.20	3,484.43	41,813.20
		STEP I	20.5989	30.8983	1,647.91	3,570.47	42,845.71
		STEP J	21.1076	31.6614	1,688.60	3,658.65	43,903.80
		STEP K	21.6289	32.4433	1,730.31	3,749.00	44,988.11
		STEP L	22.1630	33.2445	1,773.04	3,841.58	46,099.04
		STEP M	22.7103	34.0654	1,816.82	3,936.45	47,237.42
		STEP N	23.2712	34.9068	1,861.69	4,033.67	48,404.09
		STEP O	23.8459	35.7688	1,907.67	4,133.28	49,599.47
B505	REFUSE TRUCK DRIVER I						
		STEP A	18.3278	27.4917	1,466.22	3,176.81	38,121.82
		STEP B	18.7803	28.1704	1,502.42	3,255.25	39,063.02
		STEP C	19.2441	28.8661	1,539.52	3,335.64	40,027.72
		STEP D	19.7194	29.5791	1,577.55	3,418.02	41,016.35
		STEP E	20.2063	30.3094	1,616.50	3,502.42	42,029.10
		STEP F	20.7054	31.0581	1,656.43	3,588.93	43,067.23
		STEP G	21.2167	31.8250	1,697.33	3,677.56	44,130.73
		STEP H	21.7406	32.6109	1,739.24	3,768.37	45,220.44
		STEP I	22.2775	33.4162	1,782.20	3,861.43	46,337.20
		STEP J	22.8277	34.2415	1,826.21	3,956.80	47,481.61
		STEP K	23.3915	35.0872	1,871.32	4,054.52	48,654.32
		STEP L	23.9691	35.9536	1,917.52	4,154.64	49,855.72
		STEP M	24.5610	36.8415	1,964.88	4,257.24	51,086.88
		STEP N	25.1676	37.7514	2,013.40	4,362.38	52,348.60
		STEP O	25.7891	38.6836	2,063.12	4,470.11	53,641.32

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B506	REFUSE TRUCK DRIVER II						
		STEP A	20.0834	30.1251	1,606.67	3,481.12	41,773.47
		STEP B	20.5794	30.8691	1,646.35	3,567.09	42,805.15
		STEP C	21.0876	31.6314	1,687.00	3,655.18	43,862.20
		STEP D	21.6084	32.4126	1,728.67	3,745.45	44,945.47
		STEP E	22.1420	33.2130	1,771.36	3,837.94	46,055.36
		STEP F	22.6888	34.0332	1,815.10	3,932.72	47,192.70
		STEP G	23.2491	34.8736	1,859.92	4,029.84	48,358.12
		STEP H	23.8232	35.7348	1,905.85	4,129.35	49,552.25
		STEP I	24.4116	36.6174	1,952.92	4,231.34	50,776.12
		STEP J	25.0145	37.5217	2,001.16	4,335.84	52,030.16
		STEP K	25.6322	38.4483	2,050.57	4,442.91	53,314.97
		STEP L	26.2652	39.3978	2,101.21	4,552.63	54,631.61
		STEP M	26.9138	40.3707	2,153.10	4,665.05	55,980.70
		STEP N	27.5785	41.3677	2,206.28	4,780.27	57,363.28
		STEP O	28.2595	42.3892	2,260.76	4,898.31	58,779.76
B507	SOLID WASTE BILLING TECH						
		STEP A	20.8535	31.2802	1,668.28	3,614.60	43,375.28
		STEP B	21.3682	32.0523	1,709.45	3,703.82	44,445.85
		STEP C	21.8959	32.8438	1,751.67	3,795.28	45,543.47
		STEP D	22.4366	33.6549	1,794.92	3,889.01	46,668.12
		STEP E	22.9907	34.4860	1,839.25	3,985.05	47,820.65
		STEP F	23.5585	35.3377	1,884.68	4,083.47	49,001.68
		STEP G	24.1403	36.2104	1,931.22	4,184.31	50,211.82
		STEP H	24.7364	37.1046	1,978.91	4,287.64	51,451.71
		STEP I	25.3473	38.0209	2,027.78	4,393.53	52,722.38
		STEP J	25.9733	38.9599	2,077.86	4,502.03	54,024.46
		STEP K	26.6147	39.9220	2,129.17	4,613.21	55,358.57
		STEP L	27.2719	40.9078	2,181.75	4,727.12	56,725.55
		STEP M	27.9454	41.9181	2,235.63	4,843.86	58,126.43
		STEP N	28.6356	42.9534	2,290.84	4,963.50	59,562.04
		STEP O	29.3427	44.0140	2,347.41	5,086.06	61,032.81
B508	SR BUILDING INSPECTOR						
		STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	30.8431	46.2646	2,467.44	5,346.13	64,153.64
		STEP C	31.6048	47.4072	2,528.38	5,478.16	65,737.98
		STEP D	32.3853	48.5779	2,590.82	5,613.45	67,361.42
		STEP E	33.1850	49.7775	2,654.80	5,752.06	69,024.80
		STEP F	34.0046	51.0069	2,720.36	5,894.13	70,729.56
		STEP G	34.8443	52.2664	2,787.54	6,039.67	72,476.14
		STEP H	35.7048	53.5572	2,856.38	6,188.83	74,265.98
		STEP I	36.5866	54.8799	2,926.92	6,341.67	76,100.12
		STEP J	37.4901	56.2351	2,999.20	6,498.28	77,979.40
		STEP K	38.4159	57.6238	3,073.27	6,658.75	79,905.07
		STEP L	39.3646	59.0469	3,149.16	6,823.19	81,878.36
		STEP M	40.3367	60.5050	3,226.93	6,991.69	83,900.33
		STEP N	41.3329	61.9993	3,306.63	7,164.36	85,972.43
		STEP O	42.3536	63.5304	3,388.28	7,341.29	88,095.48

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B509	SR BUILDING MAINTENANCE WKR						
		STEP A	25.1326	37.6989	2,010.60	4,356.31	52,275.80
		STEP B	25.7532	38.6298	2,060.25	4,463.88	53,566.65
		STEP C	26.3891	39.5836	2,111.12	4,574.11	54,889.32
		STEP D	27.0408	40.5612	2,163.26	4,687.07	56,244.86
		STEP E	27.7086	41.5629	2,216.68	4,802.82	57,633.88
		STEP F	28.3929	42.5893	2,271.43	4,921.43	59,057.23
		STEP G	29.0941	43.6411	2,327.52	5,042.97	60,515.72
		STEP H	29.8125	44.7187	2,385.00	5,167.50	62,010.00
		STEP I	30.5488	45.8232	2,443.90	5,295.12	63,541.50
		STEP J	31.3032	46.9548	2,504.25	5,425.88	65,110.65
		STEP K	32.0762	48.1143	2,566.09	5,559.87	66,718.49
		STEP L	32.8684	49.3026	2,629.47	5,697.18	68,366.27
		STEP M	33.6801	50.5201	2,694.40	5,837.88	70,054.60
		STEP N	34.5118	51.7677	2,760.94	5,982.04	71,784.54
		STEP O	35.3641	53.0461	2,829.12	6,129.77	73,557.32
B510	SR BUILDING PLANS EXAMINER						
		STEP A	31.1606	46.7409	2,492.84	5,401.17	64,814.04
		STEP B	31.9300	47.8950	2,554.40	5,534.53	66,414.40
		STEP C	32.7185	49.0777	2,617.48	5,671.20	68,054.48
		STEP D	33.5265	50.2897	2,682.12	5,811.26	69,735.12
		STEP E	34.3545	51.5317	2,748.36	5,954.78	71,457.36
		STEP F	35.2029	52.8043	2,816.23	6,101.83	73,222.03
		STEP G	36.0722	54.1083	2,885.77	6,252.51	75,030.17
		STEP H	36.9630	55.4445	2,957.04	6,406.92	76,883.04
		STEP I	37.8758	56.8137	3,030.06	6,565.13	78,781.66
		STEP J	38.8112	58.2168	3,104.89	6,727.27	80,727.29
		STEP K	39.7697	59.6545	3,181.57	6,893.41	82,720.97
		STEP L	40.7518	61.1277	3,260.14	7,063.64	84,763.74
		STEP M	41.7582	62.6373	3,340.65	7,238.08	86,857.05
		STEP N	42.7894	64.1841	3,423.15	7,416.82	89,001.95
		STEP O	43.8461	65.7691	3,507.68	7,599.99	91,199.88
B547	SR BUYER						
		STEP A	26.0604	39.0906	2,084.83	4,517.13	54,205.63
		STEP B	26.7039	40.0558	2,136.31	4,628.67	55,544.11
		STEP C	27.3633	41.0449	2,189.06	4,742.97	56,915.66
		STEP D	28.0391	42.0586	2,243.12	4,860.11	58,321.32
		STEP E	28.7316	43.0974	2,298.52	4,980.14	59,761.72
		STEP F	29.4411	44.1616	2,355.28	5,103.12	61,237.48
		STEP G	30.1681	45.2521	2,413.44	5,229.13	62,749.64
		STEP H	30.9131	46.3696	2,473.04	5,358.27	64,299.24
		STEP I	31.6766	47.5149	2,534.12	5,490.61	65,887.32
		STEP J	32.4588	48.6882	2,596.70	5,626.19	67,514.30
		STEP K	33.2604	49.8906	2,660.83	5,765.13	69,181.63
		STEP L	34.0818	51.1227	2,726.54	5,907.51	70,890.14
		STEP M	34.9235	52.3852	2,793.88	6,053.40	72,640.88
		STEP N	35.7859	53.6788	2,862.87	6,202.88	74,434.67
		STEP O	36.6696	55.0044	2,933.56	6,356.06	76,272.76

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B511	SR CODE ENFORCEMENT INSPECTOR						
		STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	30.8431	46.2646	2,467.44	5,346.13	64,153.64
		STEP C	31.6048	47.4072	2,528.38	5,478.16	65,737.98
		STEP D	32.3853	48.5779	2,590.82	5,613.45	67,361.42
		STEP E	33.1850	49.7775	2,654.80	5,752.06	69,024.80
		STEP F	34.0046	51.0069	2,720.36	5,894.13	70,729.56
		STEP G	34.8443	52.2664	2,787.54	6,039.67	72,476.14
		STEP H	35.7048	53.5572	2,856.38	6,188.83	74,265.98
		STEP I	36.5866	54.8799	2,926.92	6,341.67	76,100.12
		STEP J	37.4901	56.2351	2,999.20	6,498.28	77,979.40
		STEP K	38.4159	57.6238	3,073.27	6,658.75	79,905.07
		STEP L	39.3646	59.0469	3,149.16	6,823.19	81,878.36
		STEP M	40.3367	60.5050	3,226.93	6,991.69	83,900.33
		STEP N	41.3329	61.9993	3,306.63	7,164.36	85,972.43
		STEP O	42.3536	63.5304	3,388.28	7,341.29	88,095.48
B512	SR CONSTRUCTION INSPECTOR						
		STEP A	28.9983	43.4974	2,319.86	5,026.37	60,316.46
		STEP B	29.7143	44.5714	2,377.14	5,150.47	61,805.74
		STEP C	30.4481	45.6721	2,435.84	5,277.67	63,332.04
		STEP D	31.2000	46.8000	2,496.00	5,408.00	64,896.00
		STEP E	31.9705	47.9557	2,557.64	5,541.55	66,498.64
		STEP F	32.7600	49.1400	2,620.80	5,678.40	68,140.80
		STEP G	33.5691	50.3536	2,685.52	5,818.64	69,823.72
		STEP H	34.3981	51.5971	2,751.84	5,962.33	71,548.04
		STEP I	35.2475	52.8712	2,819.80	6,109.56	73,314.80
		STEP J	36.1180	54.1770	2,889.44	6,260.45	75,125.44
		STEP K	37.0099	55.5148	2,960.79	6,415.04	76,980.59
		STEP L	37.9239	56.8858	3,033.91	6,573.47	78,881.71
		STEP M	38.8605	58.2907	3,108.84	6,735.82	80,829.84
		STEP N	39.8201	59.7301	3,185.60	6,902.15	82,825.80
		STEP O	40.8035	61.2052	3,264.28	7,072.60	84,871.28
B513	SR CUSTODIAN						
		STEP A	17.0901	25.6351	1,367.20	2,962.28	35,547.40
		STEP B	17.5122	26.2683	1,400.97	3,035.44	36,425.37
		STEP C	17.9447	26.9170	1,435.57	3,110.41	37,324.97
		STEP D	18.3877	27.5815	1,471.01	3,187.20	38,246.41
		STEP E	18.8418	28.2627	1,507.34	3,265.91	39,190.94
		STEP F	19.3072	28.9608	1,544.57	3,346.58	40,158.97
		STEP G	19.7840	29.6760	1,582.72	3,429.22	41,150.72
		STEP H	20.2726	30.4089	1,621.80	3,513.91	42,167.00
		STEP I	20.7732	31.1598	1,661.85	3,600.68	43,208.25
		STEP J	21.2862	31.9293	1,702.89	3,689.60	44,275.29
		STEP K	21.8119	32.7178	1,744.95	3,780.72	45,368.75
		STEP L	22.3505	33.5257	1,788.04	3,874.08	46,489.04
		STEP M	22.9025	34.3537	1,832.20	3,969.76	47,637.20
		STEP N	23.4681	35.2021	1,877.44	4,067.80	48,813.64
		STEP O	24.0476	36.0714	1,923.80	4,168.25	50,019.00

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B514	SR ENGINEERING TECHNICIAN						
		STEP A	25.5916	38.3874	2,047.32	4,435.87	53,230.52
		STEP B	26.2234	39.3351	2,097.87	4,545.38	54,544.67
		STEP C	26.8710	40.3065	2,149.68	4,657.64	55,891.68
		STEP D	27.5346	41.3019	2,202.76	4,772.66	57,271.96
		STEP E	28.2146	42.3219	2,257.16	4,890.53	58,686.36
		STEP F	28.9114	43.3671	2,312.91	5,011.30	60,135.71
		STEP G	29.6254	44.4381	2,370.03	5,135.06	61,620.83
		STEP H	30.3570	45.5355	2,428.56	5,261.88	63,142.56
		STEP I	31.1066	46.6599	2,488.52	5,391.81	64,701.72
		STEP J	31.8748	47.8122	2,549.98	5,524.96	66,299.58
		STEP K	32.6620	48.9930	2,612.96	5,661.41	67,936.96
		STEP L	33.4686	50.2029	2,677.48	5,801.22	69,614.68
		STEP M	34.2951	51.4426	2,743.60	5,944.48	71,333.80
		STEP N	35.1421	52.7131	2,811.36	6,091.29	73,095.56
		STEP O	36.0099	54.0148	2,880.79	6,241.71	74,900.59
B545	SR FINANCE CLERK						
		STEP A	19.9737	29.9605	1,597.89	3,462.10	41,545.29
		STEP B	20.4669	30.7003	1,637.35	3,547.59	42,571.15
		STEP C	20.9723	31.4584	1,677.78	3,635.19	43,622.38
		STEP D	21.4903	32.2354	1,719.22	3,724.98	44,699.82
		STEP E	22.0210	33.0315	1,761.68	3,816.97	45,803.68
		STEP F	22.5648	33.8472	1,805.18	3,911.23	46,934.78
		STEP G	23.1221	34.6831	1,849.76	4,007.83	48,093.96
		STEP H	23.6931	35.5396	1,895.44	4,106.80	49,281.64
		STEP I	24.2781	36.4171	1,942.24	4,208.20	50,498.44
		STEP J	24.8777	37.3165	1,990.21	4,312.13	51,745.61
		STEP K	25.4921	38.2381	2,039.36	4,418.63	53,023.56
		STEP L	26.1217	39.1825	2,089.73	4,527.76	54,333.13
		STEP M	26.7667	40.1500	2,141.33	4,639.56	55,674.73
		STEP N	27.4277	41.1415	2,194.21	4,754.13	57,049.61
		STEP O	28.1051	42.1576	2,248.40	4,871.55	58,458.60
B515	SR FINANCE TECHNICIAN						
		STEP A	22.9387	34.4080	1,835.09	3,976.04	47,712.49
		STEP B	23.5051	35.2576	1,880.40	4,074.21	48,890.60
		STEP C	24.0856	36.1284	1,926.84	4,174.83	50,098.04
		STEP D	24.6803	37.0204	1,974.42	4,277.91	51,335.02
		STEP E	25.2899	37.9348	2,023.19	4,383.58	52,602.99
		STEP F	25.9144	38.8716	2,073.15	4,491.82	53,901.95
		STEP G	26.5544	39.8316	2,124.35	4,602.76	55,233.15
		STEP H	27.2101	40.8151	2,176.80	4,716.41	56,597.00
		STEP I	27.8821	41.8231	2,230.56	4,832.89	57,994.76
		STEP J	28.5707	42.8560	2,285.65	4,952.25	59,427.05
		STEP K	29.2762	43.9143	2,342.09	5,074.54	60,894.49
		STEP L	29.9992	44.9988	2,399.93	5,199.86	62,398.33
		STEP M	30.7400	46.1100	2,459.20	5,328.26	63,939.20
		STEP N	31.4992	47.2488	2,519.93	5,459.86	65,518.33
		STEP O	32.2771	48.4156	2,582.16	5,594.69	67,136.36

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B516	SR HOUSING TECHNICIAN						
		STEP A	24.5598	36.8397	1,964.78	4,257.03	51,084.38
		STEP B	25.1662	37.7493	2,013.29	4,362.14	52,345.69
		STEP C	25.7877	38.6815	2,063.01	4,469.86	53,638.41
		STEP D	26.4245	39.6367	2,113.96	4,580.24	54,962.96
		STEP E	27.0771	40.6156	2,166.16	4,693.36	56,320.36
		STEP F	27.7458	41.6187	2,219.66	4,809.27	57,711.26
		STEP G	28.4310	42.6465	2,274.48	4,928.04	59,136.48
		STEP H	29.1331	43.6996	2,330.64	5,049.73	60,596.84
		STEP I	29.8525	44.7787	2,388.20	5,174.43	62,093.20
		STEP J	30.5897	45.8845	2,447.17	5,302.21	63,626.57
		STEP K	31.3452	47.0178	2,507.61	5,433.16	65,198.01
		STEP L	32.1193	48.1789	2,569.54	5,567.34	66,808.14
		STEP M	32.9125	49.3687	2,633.00	5,704.83	68,458.00
		STEP N	33.7252	50.5878	2,698.01	5,845.70	70,148.41
		STEP O	34.5581	51.8371	2,764.64	5,990.07	71,880.84
B946	SR INTERPRETIVE SRVCS SPECIAL						
		STEP A	24.4298	36.6447	1,954.38	4,234.49	50,813.98
		STEP B	25.0330	37.5495	2,002.64	4,339.05	52,068.64
		STEP C	25.6513	38.4769	2,052.10	4,446.22	53,354.70
		STEP D	26.2847	39.4270	2,102.77	4,556.01	54,672.17
		STEP E	26.9338	40.4007	2,154.70	4,668.52	56,022.30
		STEP F	27.5990	41.3985	2,207.92	4,783.82	57,405.92
		STEP G	28.2805	42.4207	2,262.44	4,901.95	58,823.44
		STEP H	28.9789	43.4683	2,318.31	5,023.00	60,276.11
		STEP I	29.6945	44.5417	2,375.56	5,147.04	61,764.56
		STEP J	30.4278	45.6417	2,434.22	5,274.15	63,289.82
		STEP K	31.1793	46.7689	2,494.34	5,404.41	64,852.94
		STEP L	31.9493	47.9239	2,555.94	5,537.87	66,454.54
		STEP M	32.7383	49.1074	2,619.06	5,674.63	68,095.66
		STEP N	33.5468	50.3202	2,683.74	5,814.77	69,777.34
		STEP O	34.3752	51.5628	2,750.01	5,958.36	71,500.41
B517	SR IT TECHNICIAN						
		STEP A	26.2922	39.4383	2,103.37	4,557.31	54,687.77
		STEP B	26.9414	40.4121	2,155.31	4,669.84	56,038.11
		STEP C	27.6067	41.4100	2,208.53	4,785.16	57,421.93
		STEP D	28.2885	42.4327	2,263.08	4,903.34	58,840.08
		STEP E	28.9871	43.4806	2,318.96	5,024.43	60,293.16
		STEP F	29.7029	44.5543	2,376.23	5,148.50	61,782.03
		STEP G	30.4365	45.6547	2,434.92	5,275.66	63,307.92
		STEP H	31.1881	46.7821	2,495.04	5,405.93	64,871.24
		STEP I	31.9583	47.9374	2,556.66	5,539.43	66,473.26
		STEP J	32.7475	49.1212	2,619.80	5,676.23	68,114.80
		STEP K	33.5562	50.3343	2,684.49	5,816.40	69,796.89
		STEP L	34.3849	51.5773	2,750.79	5,960.04	71,520.59
		STEP M	35.2341	52.8511	2,818.72	6,107.24	73,286.92
		STEP N	36.1042	54.1563	2,888.33	6,258.06	75,096.73
		STEP O	36.9958	55.4937	2,959.66	6,412.60	76,951.26

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B518	SR MECHANIC						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.2381	40.8571	2,179.04	4,721.27	56,655.24
		STEP C	27.9108	41.8662	2,232.86	4,837.87	58,054.46
		STEP D	28.6000	42.9000	2,288.00	4,957.33	59,488.00
		STEP E	29.3063	43.9594	2,344.50	5,079.75	60,957.10
		STEP F	30.0300	45.0450	2,402.40	5,205.20	62,462.40
		STEP G	30.7717	46.1575	2,461.73	5,333.76	64,005.13
		STEP H	31.5316	47.2974	2,522.52	5,465.47	65,585.72
		STEP I	32.3102	48.4653	2,584.81	5,600.43	67,205.21
		STEP J	33.1082	49.6623	2,648.65	5,738.75	68,865.05
		STEP K	33.9257	50.8885	2,714.05	5,880.45	70,565.45
		STEP L	34.7635	52.1452	2,781.08	6,025.67	72,308.08
		STEP M	35.6221	53.4331	2,849.76	6,174.49	74,093.96
		STEP N	36.5017	54.7525	2,920.13	6,326.96	75,923.53
		STEP O	37.4032	56.1048	2,992.25	6,483.22	77,798.65
B519	SR METER SERVICE WORKER						
		STEP A	20.8067	31.2100	1,664.53	3,606.49	43,277.93
		STEP B	21.3206	31.9809	1,705.64	3,695.57	44,346.84
		STEP C	21.8471	32.7706	1,747.76	3,786.83	45,441.96
		STEP D	22.3866	33.5799	1,790.92	3,880.34	46,564.12
		STEP E	22.9394	34.4091	1,835.15	3,976.16	47,713.95
		STEP F	23.5059	35.2588	1,880.47	4,074.35	48,892.27
		STEP G	24.0864	36.1296	1,926.91	4,174.97	50,099.71
		STEP H	24.6812	37.0218	1,974.49	4,278.07	51,336.89
		STEP I	25.2908	37.9362	2,023.26	4,383.73	52,604.86
		STEP J	25.9153	38.8729	2,073.22	4,491.98	53,903.82
		STEP K	26.5553	39.8329	2,124.42	4,602.91	55,235.02
		STEP L	27.2112	40.8168	2,176.89	4,716.60	56,599.29
		STEP M	27.8831	41.8246	2,230.64	4,833.07	57,996.84
		STEP N	28.5716	42.8574	2,285.72	4,952.41	59,428.92
		STEP O	29.2773	43.9159	2,342.18	5,074.73	60,896.78
B520	SR NATURAL RESOURCES WORKER						
		STEP A	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP B	23.1204	34.6806	1,849.63	4,007.53	48,090.43
		STEP C	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP D	24.2764	36.4146	1,942.11	4,207.90	50,494.91
		STEP E	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP F	25.4903	38.2354	2,039.22	4,418.31	53,019.82
		STEP G	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP H	26.7648	40.1472	2,141.18	4,639.23	55,670.78
		STEP I	27.4258	41.1387	2,194.06	4,753.80	57,045.66
		STEP J	28.1030	42.1545	2,248.24	4,871.18	58,454.24
		STEP K	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP L	29.5082	44.2623	2,360.65	5,114.75	61,377.05
		STEP M	30.2370	45.3555	2,418.96	5,241.08	62,892.96
		STEP N	30.9836	46.4754	2,478.68	5,370.49	64,445.88
		STEP O	31.7488	47.6232	2,539.90	5,503.12	66,037.50

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B521	SR PARKS MAINTENANCE WORKER						
		STEP A	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP B	22.0196	33.0294	1,761.56	3,816.73	45,800.76
		STEP C	22.5633	33.8449	1,805.06	3,910.97	46,931.66
		STEP D	23.1205	34.6807	1,849.64	4,007.55	48,090.64
		STEP E	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP F	24.2765	36.4147	1,942.12	4,207.92	50,495.12
		STEP G	24.8761	37.3141	1,990.08	4,311.85	51,742.28
		STEP H	25.4904	38.2356	2,039.23	4,418.33	53,020.03
		STEP I	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP J	26.7649	40.1473	2,141.19	4,639.24	55,670.99
		STEP K	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP L	28.1031	42.1546	2,248.24	4,871.20	58,454.44
		STEP M	28.7973	43.1959	2,303.78	4,991.53	59,898.38
		STEP N	29.5084	44.2626	2,360.67	5,114.78	61,377.47
		STEP O	30.2371	45.3556	2,418.96	5,241.09	62,893.16
B959	SR PERMITS TECHNICIAN						
		STEP A	24.2582	36.3873	1,940.65	4,204.75	50,457.05
		STEP B	24.8571	37.2856	1,988.56	4,308.56	51,702.76
		STEP C	25.4710	38.2065	2,037.68	4,414.97	52,979.68
		STEP D	26.1000	39.1500	2,088.00	4,524.00	54,288.00
		STEP E	26.7445	40.1167	2,139.56	4,635.71	55,628.56
		STEP F	27.4050	41.1075	2,192.40	4,750.20	57,002.40
		STEP G	28.0818	42.1227	2,246.54	4,867.51	58,410.14
		STEP H	28.7753	43.1629	2,302.02	4,987.71	59,852.62
		STEP I	29.4859	44.2288	2,358.87	5,110.88	61,330.67
		STEP J	30.2140	45.3210	2,417.12	5,237.09	62,845.12
		STEP K	30.9602	46.4403	2,476.81	5,366.43	64,397.21
		STEP L	31.7248	47.5872	2,537.98	5,498.96	65,987.58
		STEP M	32.5082	48.7623	2,600.65	5,634.75	67,617.05
		STEP N	33.3110	49.9665	2,664.88	5,773.90	69,286.88
		STEP O	34.1337	51.2005	2,730.69	5,916.50	70,998.09
B522	SR REFUSE TRUCK DRIVER						
		STEP A	22.0862	33.1293	1,766.89	3,828.27	45,939.29
		STEP B	22.6316	33.9474	1,810.52	3,922.81	47,073.72
		STEP C	23.1905	34.7857	1,855.24	4,019.68	48,236.24
		STEP D	23.7631	35.6446	1,901.04	4,118.93	49,427.24
		STEP E	24.3501	36.5251	1,948.00	4,220.68	50,648.20
		STEP F	24.9513	37.4269	1,996.10	4,324.89	51,898.70
		STEP G	25.5675	38.3512	2,045.40	4,431.70	53,180.40
		STEP H	26.1989	39.2983	2,095.91	4,541.14	54,493.71
		STEP I	26.8459	40.2688	2,147.67	4,653.28	55,839.47
		STEP J	27.5089	41.2633	2,200.71	4,768.20	57,218.51
		STEP K	28.1882	42.2823	2,255.05	4,885.95	58,631.45
		STEP L	28.8844	43.3266	2,310.75	5,006.62	60,079.55
		STEP M	29.5976	44.3964	2,367.80	5,130.25	61,563.00
		STEP N	30.3286	45.4929	2,426.28	5,256.95	63,083.48
		STEP O	31.0776	46.6164	2,486.20	5,386.78	64,641.40

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B949	SR SOLID WASTE BILLING TECH						
		STEP A	22.9387	34.4080	1,835.09	3,976.04	47,712.49
		STEP B	23.5050	35.2575	1,880.40	4,074.20	48,890.40
		STEP C	24.0855	36.1282	1,926.84	4,174.82	50,097.84
		STEP D	24.6803	37.0204	1,974.42	4,277.91	51,335.02
		STEP E	25.2898	37.9347	2,023.18	4,383.56	52,602.78
		STEP F	25.9143	38.8714	2,073.14	4,491.81	53,901.74
		STEP G	26.5543	39.8314	2,124.34	4,602.74	55,232.94
		STEP H	27.2101	40.8151	2,176.80	4,716.41	56,597.00
		STEP I	27.8820	41.8230	2,230.56	4,832.88	57,994.56
		STEP J	28.5706	42.8559	2,285.64	4,952.23	59,426.84
		STEP K	29.2762	43.9143	2,342.09	5,074.54	60,894.49
		STEP L	29.9991	44.9986	2,399.92	5,199.84	62,398.12
		STEP M	30.7400	46.1100	2,459.20	5,328.26	63,939.20
		STEP N	31.4991	47.2486	2,519.92	5,459.84	65,518.12
		STEP O	32.2770	48.4155	2,582.16	5,594.68	67,136.16
B523	SR STREET MAINTENANCE WORKER						
		STEP A	22.9407	34.4110	1,835.25	3,976.38	47,716.65
		STEP B	23.5071	35.2606	1,880.56	4,074.56	48,894.76
		STEP C	24.0877	36.1315	1,927.01	4,175.20	50,102.41
		STEP D	24.6825	37.0237	1,974.60	4,278.30	51,339.60
		STEP E	25.2921	37.9381	2,023.36	4,383.96	52,607.56
		STEP F	25.9167	38.8750	2,073.33	4,492.22	53,906.73
		STEP G	26.5567	39.8350	2,124.53	4,603.16	55,237.93
		STEP H	27.2125	40.8187	2,177.00	4,716.83	56,602.00
		STEP I	27.8845	41.8267	2,230.76	4,833.31	57,999.76
		STEP J	28.5732	42.8598	2,285.85	4,952.68	59,432.25
		STEP K	29.2788	43.9182	2,342.30	5,074.99	60,899.90
		STEP L	30.0018	45.0027	2,400.14	5,200.31	62,403.74
		STEP M	30.7427	46.1140	2,459.41	5,328.73	63,944.81
		STEP N	31.5019	47.2528	2,520.15	5,460.32	65,523.95
		STEP O	32.2799	48.4198	2,582.39	5,595.18	67,142.19
B524	SR TREE TRIMMER						
		STEP A	22.5120	33.7680	1,800.96	3,902.08	46,824.96
		STEP B	23.0679	34.6018	1,845.43	3,998.43	47,981.23
		STEP C	23.6376	35.4564	1,891.00	4,097.18	49,166.20
		STEP D	24.2213	36.3319	1,937.70	4,198.35	50,380.30
		STEP E	24.8195	37.2292	1,985.56	4,302.04	51,624.56
		STEP F	25.4324	38.1486	2,034.59	4,408.28	52,899.39
		STEP G	26.0605	39.0907	2,084.84	4,517.15	54,205.84
		STEP H	26.7040	40.0560	2,136.32	4,628.69	55,544.32
		STEP I	27.3634	41.0451	2,189.07	4,742.98	56,915.87
		STEP J	28.0392	42.0588	2,243.13	4,860.12	58,321.53
		STEP K	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP L	29.4412	44.1618	2,355.29	5,103.14	61,237.69
		STEP M	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP N	30.9133	46.3699	2,473.06	5,358.30	64,299.66
		STEP O	31.6767	47.5150	2,534.13	5,490.62	65,887.53

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B525	SR WAREHOUSE WORKER						
		STEP A	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP B	22.0196	33.0294	1,761.56	3,816.73	45,800.76
		STEP C	22.5633	33.8449	1,805.06	3,910.97	46,931.66
		STEP D	23.1205	34.6807	1,849.64	4,007.55	48,090.64
		STEP E	23.6914	35.5371	1,895.31	4,106.50	49,278.11
		STEP F	24.2765	36.4147	1,942.12	4,207.92	50,495.12
		STEP G	24.8761	37.3141	1,990.08	4,311.85	51,742.28
		STEP H	25.4904	38.2356	2,039.23	4,418.33	53,020.03
		STEP I	26.1199	39.1798	2,089.59	4,527.44	54,329.39
		STEP J	26.7649	40.1473	2,141.19	4,639.24	55,670.99
		STEP K	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP L	28.1031	42.1546	2,248.24	4,871.20	58,454.44
		STEP M	28.7973	43.1959	2,303.78	4,991.53	59,898.38
		STEP N	29.5084	44.2626	2,360.67	5,114.78	61,377.47
		STEP O	30.2371	45.3556	2,418.96	5,241.09	62,893.16
B526	STREET MAINT WORKER I						
		STEP A	18.9612	28.4418	1,516.89	3,286.60	39,439.29
		STEP B	19.4294	29.1441	1,554.35	3,367.76	40,413.15
		STEP C	19.9092	29.8638	1,592.73	3,450.92	41,411.13
		STEP D	20.4008	30.6012	1,632.06	3,536.13	42,433.66
		STEP E	20.9046	31.3569	1,672.36	3,623.46	43,481.56
		STEP F	21.4209	32.1313	1,713.67	3,712.95	44,555.47
		STEP G	21.9499	32.9248	1,755.99	3,804.64	45,655.79
		STEP H	22.4920	33.7380	1,799.36	3,898.61	46,783.36
		STEP I	23.0474	34.5711	1,843.79	3,994.88	47,938.59
		STEP J	23.6166	35.4249	1,889.32	4,093.54	49,122.52
		STEP K	24.1998	36.2997	1,935.98	4,194.63	50,335.58
		STEP L	24.7974	37.1961	1,983.79	4,298.21	51,578.59
		STEP M	25.4098	38.1147	2,032.78	4,404.36	52,852.38
		STEP N	26.0373	39.0559	2,082.98	4,513.13	54,157.58
		STEP O	26.6803	40.0204	2,134.42	4,624.58	55,495.02
B527	STREET MAINT WORKER II						
		STEP A	20.8573	31.2859	1,668.58	3,615.26	43,383.18
		STEP B	21.3723	32.0584	1,709.78	3,704.53	44,454.38
		STEP C	21.9001	32.8501	1,752.00	3,796.01	45,552.20
		STEP D	22.4409	33.6613	1,795.27	3,889.75	46,677.07
		STEP E	22.9951	34.4926	1,839.60	3,985.81	47,829.80
		STEP F	23.5630	35.3445	1,885.04	4,084.25	49,011.04
		STEP G	24.1449	36.2173	1,931.59	4,185.11	50,221.39
		STEP H	24.7411	37.1116	1,979.28	4,288.45	51,461.48
		STEP I	25.3521	38.0281	2,028.16	4,394.36	52,732.36
		STEP J	25.9782	38.9673	2,078.25	4,502.88	54,034.65
		STEP K	26.6197	39.9295	2,129.57	4,614.08	55,368.97
		STEP L	27.2771	40.9156	2,182.16	4,728.03	56,736.36
		STEP M	27.9507	41.9260	2,236.05	4,844.78	58,137.45
		STEP N	28.6410	42.9615	2,291.28	4,964.44	59,573.28
		STEP O	29.3483	44.0224	2,347.86	5,087.03	61,044.46

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B528	STREET SWEEPER OPERATOR						
		STEP A	21.8977	32.8465	1,751.81	3,795.60	45,547.21
		STEP B	22.4384	33.6576	1,795.07	3,889.32	46,671.87
		STEP C	22.9925	34.4887	1,839.40	3,985.36	47,824.40
		STEP D	23.5603	35.3404	1,884.82	4,083.78	49,005.42
		STEP E	24.1422	36.2133	1,931.37	4,184.64	50,215.77
		STEP F	24.7384	37.1076	1,979.07	4,287.98	51,455.87
		STEP G	25.3493	38.0239	2,027.94	4,393.87	52,726.54
		STEP H	25.9753	38.9629	2,078.02	4,502.38	54,028.62
		STEP I	26.6168	39.9252	2,129.34	4,613.57	55,362.94
		STEP J	27.2741	40.9111	2,181.92	4,727.51	56,730.12
		STEP K	27.9476	41.9214	2,235.80	4,844.25	58,131.00
		STEP L	28.6378	42.9567	2,291.02	4,963.88	59,566.62
		STEP M	29.3450	44.0175	2,347.60	5,086.46	61,037.60
		STEP N	30.0697	45.1045	2,405.57	5,212.08	62,544.97
		STEP O	30.8123	46.2184	2,464.98	5,340.79	64,089.58
B960	TREE TRIMMER I						
		STEP A	18.6048	27.9072	1,488.38	3,224.83	38,697.98
		STEP B	19.0642	28.5963	1,525.13	3,304.46	39,653.53
		STEP C	19.5350	29.3025	1,562.80	3,386.06	40,632.80
		STEP D	20.0174	30.0261	1,601.39	3,469.68	41,636.19
		STEP E	20.5117	30.7675	1,640.93	3,555.36	42,664.33
		STEP F	21.0183	31.5274	1,681.46	3,643.17	43,718.06
		STEP G	21.5373	32.3059	1,722.98	3,733.13	44,797.58
		STEP H	22.0692	33.1038	1,765.53	3,825.32	45,903.93
		STEP I	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP J	23.1727	34.7590	1,853.81	4,016.60	48,199.21
		STEP K	23.7449	35.6173	1,899.59	4,115.78	49,389.39
		STEP L	24.3313	36.4969	1,946.50	4,217.42	50,609.10
		STEP M	24.9322	37.3983	1,994.57	4,321.58	51,858.97
		STEP N	25.5479	38.3218	2,043.83	4,428.30	53,139.63
		STEP O	26.1788	39.2682	2,094.30	4,537.65	54,451.90
B961	TREE TRIMMER II						
		STEP A	20.4654	30.6981	1,637.23	3,547.33	42,568.03
		STEP B	20.9706	31.4559	1,677.64	3,634.90	43,618.84
		STEP C	21.4884	32.2326	1,719.07	3,724.65	44,695.87
		STEP D	22.0191	33.0286	1,761.52	3,816.64	45,799.72
		STEP E	22.5629	33.8443	1,805.03	3,910.90	46,930.83
		STEP F	23.1201	34.6801	1,849.60	4,007.48	48,089.80
		STEP G	23.6911	35.5366	1,895.28	4,106.45	49,277.48
		STEP H	24.2761	36.4141	1,942.08	4,207.85	50,494.28
		STEP I	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP J	25.4900	38.2350	2,039.20	4,418.26	53,019.20
		STEP K	26.1194	39.1791	2,089.55	4,527.36	54,328.35
		STEP L	26.7645	40.1467	2,141.16	4,639.18	55,670.16
		STEP M	27.4255	41.1382	2,194.04	4,753.75	57,045.04
		STEP N	28.1027	42.1540	2,248.21	4,871.13	58,453.61
		STEP O	28.7967	43.1950	2,303.73	4,991.42	59,897.13

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B530	VEHICLE MAINT PARTS BUYER						
		STEP A	21.4854	32.2281	1,718.83	3,724.13	44,689.63
		STEP B	22.0160	33.0240	1,761.28	3,816.10	45,793.28
		STEP C	22.5596	33.8394	1,804.76	3,910.33	46,923.96
		STEP D	23.1168	34.6752	1,849.34	4,006.91	48,082.94
		STEP E	23.6877	35.5315	1,895.01	4,105.86	49,270.41
		STEP F	24.2726	36.4089	1,941.80	4,207.25	50,487.00
		STEP G	24.8720	37.3080	1,989.76	4,311.14	51,733.76
		STEP H	25.4862	38.2293	2,038.89	4,417.60	53,011.29
		STEP I	26.1157	39.1735	2,089.25	4,526.72	54,320.65
		STEP J	26.7606	40.1409	2,140.84	4,638.50	55,662.04
		STEP K	27.4215	41.1322	2,193.72	4,753.06	57,036.72
		STEP L	28.0987	42.1480	2,247.89	4,870.44	58,445.29
		STEP M	28.7926	43.1889	2,303.40	4,990.71	59,888.60
		STEP N	29.5036	44.2554	2,360.28	5,113.95	61,367.48
		STEP O	30.2322	45.3483	2,418.57	5,240.24	62,882.97
B531	VEHICLE MAINT SERVICEWRITER						
		STEP A	26.5818	39.8727	2,126.54	4,607.51	55,290.14
		STEP B	27.2381	40.8571	2,179.04	4,721.27	56,655.24
		STEP C	27.9108	41.8662	2,232.86	4,837.87	58,054.46
		STEP D	28.6000	42.9000	2,288.00	4,957.33	59,488.00
		STEP E	29.3063	43.9594	2,344.50	5,079.75	60,957.10
		STEP F	30.0300	45.0450	2,402.40	5,205.20	62,462.40
		STEP G	30.7717	46.1575	2,461.73	5,333.76	64,005.13
		STEP H	31.5316	47.2974	2,522.52	5,465.47	65,585.72
		STEP I	32.3102	48.4653	2,584.81	5,600.43	67,205.21
		STEP J	33.1082	49.6623	2,648.65	5,738.75	68,865.05
		STEP K	33.9257	50.8885	2,714.05	5,880.45	70,565.45
		STEP L	34.7635	52.1452	2,781.08	6,025.67	72,308.08
		STEP M	35.6221	53.4331	2,849.76	6,174.49	74,093.96
		STEP N	36.5017	54.7525	2,920.13	6,326.96	75,923.53
		STEP O	37.4032	56.1048	2,992.25	6,483.22	77,798.65
B553	VIDEO AND MULTIMEDIA TECH						
		STEP A	21.7659	32.6488	1,741.27	3,772.75	45,273.07
		STEP B	22.3033	33.4549	1,784.26	3,865.90	46,390.86
		STEP C	22.8541	34.2811	1,828.32	3,961.37	47,536.52
		STEP D	23.4185	35.1277	1,873.48	4,059.20	48,710.48
		STEP E	23.9968	35.9952	1,919.74	4,159.44	49,913.34
		STEP F	24.5894	36.8841	1,967.15	4,262.16	51,145.95
		STEP G	25.1967	37.7950	2,015.73	4,367.42	52,409.13
		STEP H	25.8190	38.7285	2,065.52	4,475.29	53,703.52
		STEP I	26.4566	39.6849	2,116.52	4,585.81	55,029.72
		STEP J	27.1099	40.6648	2,168.79	4,699.04	56,388.59
		STEP K	27.7794	41.6691	2,222.35	4,815.09	57,781.15
		STEP L	28.4654	42.6981	2,277.23	4,934.00	59,208.03
		STEP M	29.1684	43.7526	2,333.47	5,055.85	60,670.27
		STEP N	29.8888	44.8332	2,391.10	5,180.72	62,168.70
		STEP O	30.6268	45.9402	2,450.14	5,308.64	63,703.74

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B532	WAREHOUSE WORKER I						
		STEP A	17.1728	25.7592	1,373.82	2,976.61	35,719.42
		STEP B	17.5968	26.3952	1,407.74	3,050.11	36,601.34
		STEP C	18.0315	27.0472	1,442.52	3,125.46	37,505.52
		STEP D	18.4767	27.7150	1,478.13	3,202.62	38,431.53
		STEP E	18.9330	28.3995	1,514.64	3,281.72	39,380.64
		STEP F	19.4005	29.1007	1,552.04	3,362.75	40,353.04
		STEP G	19.8797	29.8195	1,590.37	3,445.81	41,349.77
		STEP H	20.3706	30.5559	1,629.64	3,530.90	42,370.84
		STEP I	20.8737	31.3105	1,669.89	3,618.10	43,417.29
		STEP J	21.3891	32.0836	1,711.12	3,707.44	44,489.32
		STEP K	21.9174	32.8761	1,753.39	3,799.01	45,588.19
		STEP L	22.4586	33.6879	1,796.68	3,892.82	46,713.88
		STEP M	23.0132	34.5198	1,841.05	3,988.95	47,867.45
		STEP N	23.5816	35.3724	1,886.52	4,087.47	49,049.72
		STEP O	24.1639	36.2458	1,933.11	4,188.40	50,260.91
B533	WAREHOUSE WORKER II						
		STEP A	19.4909	29.2363	1,559.27	3,378.42	40,541.07
		STEP B	19.9722	29.9583	1,597.77	3,461.84	41,542.17
		STEP C	20.4655	30.6982	1,637.24	3,547.35	42,568.24
		STEP D	20.9709	31.4563	1,677.67	3,634.95	43,619.47
		STEP E	21.4887	32.2330	1,719.09	3,724.70	44,696.49
		STEP F	22.0195	33.0292	1,761.56	3,816.71	45,800.56
		STEP G	22.5632	33.8448	1,805.05	3,910.95	46,931.45
		STEP H	23.1203	34.6804	1,849.62	4,007.51	48,090.22
		STEP I	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP J	24.2764	36.4146	1,942.11	4,207.90	50,494.91
		STEP K	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP L	25.4903	38.2354	2,039.22	4,418.31	53,019.82
		STEP M	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP N	26.7648	40.1472	2,141.18	4,639.23	55,670.78
		STEP O	27.4258	41.1387	2,194.06	4,753.80	57,045.66
B534	WATER TRMT PLT OPR GD I 24HR						
		STEP A	14.6176	21.9264	1,637.17	3,547.20	42,566.45
		STEP B	14.9785	22.4677	1,677.59	3,634.78	43,617.39
		STEP C	15.3484	23.0226	1,719.02	3,724.54	44,694.54
		STEP D	15.7275	23.5912	1,761.48	3,816.54	45,798.48
		STEP E	16.1158	24.1737	1,804.96	3,910.76	46,929.20
		STEP F	16.5138	24.7707	1,849.54	4,007.34	48,088.18
		STEP G	16.9216	25.3824	1,895.21	4,106.30	49,275.69
		STEP H	17.3395	26.0092	1,942.02	4,207.71	50,492.62
		STEP I	17.7677	26.6515	1,989.98	4,311.62	51,739.54
		STEP J	18.2065	27.3097	2,039.12	4,418.11	53,017.32
		STEP K	18.6561	27.9841	2,089.48	4,527.21	54,326.56
		STEP L	19.1168	28.6752	2,141.08	4,639.01	55,668.12
		STEP M	19.5889	29.3833	2,193.95	4,753.57	57,042.87
		STEP N	20.0727	30.1090	2,248.14	4,870.97	58,451.70
		STEP O	20.5684	30.8526	2,303.66	4,991.26	59,895.18

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B535	WATER TRMT PLT OPR GD I 8HR						
		STEP A	20.4648	30.6972	1,637.18	3,547.23	42,566.78
		STEP B	20.9703	31.4554	1,677.62	3,634.85	43,618.22
		STEP C	21.4881	32.2321	1,719.04	3,724.60	44,695.24
		STEP D	22.0187	33.0280	1,761.49	3,816.57	45,798.89
		STEP E	22.5625	33.8437	1,805.00	3,910.83	46,930.00
		STEP F	23.1197	34.6795	1,849.57	4,007.41	48,088.97
		STEP G	23.6906	35.5359	1,895.24	4,106.37	49,276.44
		STEP H	24.2757	36.4135	1,942.05	4,207.78	50,493.45
		STEP I	24.8752	37.3128	1,990.01	4,311.70	51,740.41
		STEP J	25.4895	38.2342	2,039.16	4,418.18	53,018.16
		STEP K	25.5621	38.3431	2,044.96	4,430.76	53,169.16
		STEP L	26.7640	40.1460	2,141.12	4,639.09	55,669.12
		STEP M	27.4249	41.1373	2,193.99	4,753.64	57,043.79
		STEP N	28.1022	42.1533	2,248.17	4,871.04	58,452.57
		STEP O	28.7962	43.1943	2,303.69	4,991.34	59,896.09
B536	WATER TRMT PLT OPR GD II 24HR						
		STEP A	16.1303	24.1954	1,806.59	3,914.28	46,971.43
		STEP B	16.5286	24.7929	1,851.20	4,010.94	48,131.28
		STEP C	16.9367	25.4050	1,896.91	4,109.97	49,319.67
		STEP D	17.3550	26.0325	1,943.76	4,211.48	50,537.76
		STEP E	17.7836	26.6754	1,991.76	4,315.48	51,785.84
		STEP F	18.2228	27.3342	2,040.95	4,422.06	53,064.79
		STEP G	18.6727	28.0090	2,091.34	4,531.24	54,374.90
		STEP H	19.1339	28.7008	2,143.00	4,643.15	55,717.91
		STEP I	19.6064	29.4096	2,195.91	4,757.81	57,093.83
		STEP J	20.0906	30.1359	2,250.14	4,875.31	58,503.82
		STEP K	20.5868	30.8802	2,305.72	4,995.73	59,948.76
		STEP L	21.0951	31.6426	2,362.65	5,119.07	61,428.93
		STEP M	21.6161	32.4241	2,421.00	5,245.50	62,946.08
		STEP N	22.1499	33.2248	2,480.78	5,375.04	64,500.50
		STEP O	22.6969	34.0453	2,542.05	5,507.78	66,093.37
B537	WATER TRMT PLT OPR GD II 8HR						
		STEP A	22.5823	33.8734	1,806.58	3,914.26	46,971.18
		STEP B	23.1402	34.7103	1,851.21	4,010.96	48,131.61
		STEP C	23.7117	35.5675	1,896.93	4,110.02	49,320.33
		STEP D	24.2972	36.4458	1,943.77	4,211.51	50,538.17
		STEP E	24.8973	37.3459	1,991.78	4,315.53	51,786.38
		STEP F	25.5121	38.2681	2,040.96	4,422.09	53,065.16
		STEP G	26.1422	39.2133	2,091.37	4,531.31	54,375.77
		STEP H	26.7878	40.1817	2,143.02	4,643.21	55,718.62
		STEP I	27.4493	41.1739	2,195.94	4,757.87	57,094.54
		STEP J	28.1272	42.1908	2,250.17	4,875.38	58,504.57
		STEP K	28.8218	43.2327	2,305.74	4,995.77	59,949.34
		STEP L	29.5336	44.3004	2,362.68	5,119.15	61,429.88
		STEP M	30.2629	45.3943	2,421.03	5,245.56	62,946.83
		STEP N	31.0102	46.5153	2,480.81	5,375.10	64,501.21
		STEP O	31.7761	47.6641	2,542.08	5,507.85	66,094.28

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B538	WATER TRMT PLT OPR GD III 24HR						
		STEP A	20.5693	30.8539	2,303.76	4,991.48	59,897.80
		STEP B	21.0771	31.6156	2,360.63	5,114.70	61,376.51
		STEP C	21.5976	32.3964	2,418.93	5,241.01	62,892.21
		STEP D	22.1309	33.1963	2,478.66	5,370.43	64,445.18
		STEP E	22.6775	34.0162	2,539.88	5,503.07	66,036.88
		STEP F	23.2374	34.8561	2,602.58	5,638.94	67,667.30
		STEP G	23.8114	35.7171	2,666.87	5,778.23	69,338.79
		STEP H	24.3994	36.5991	2,732.73	5,920.92	71,051.05
		STEP I	25.0019	37.5028	2,800.21	6,067.12	72,805.53
		STEP J	25.6193	38.4289	2,869.36	6,216.95	74,603.40
		STEP K	26.2520	39.3780	2,940.22	6,370.48	76,445.82
		STEP L	26.9004	40.3506	3,012.84	6,527.83	78,333.96
		STEP M	27.5647	41.3470	3,087.24	6,689.03	80,268.40
		STEP N	28.2453	42.3679	3,163.47	6,854.19	82,250.31
		STEP O	28.9429	43.4143	3,241.60	7,023.47	84,281.72
B539	WATER TRMT PLT OPR GD III 8HR						
		STEP A	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP B	28.1031	42.1546	2,248.24	4,871.20	58,454.44
		STEP C	28.7972	43.1958	2,303.77	4,991.51	59,898.17
		STEP D	29.5083	44.2624	2,360.66	5,114.77	61,377.26
		STEP E	30.2370	45.3555	2,418.96	5,241.08	62,892.96
		STEP F	30.9837	46.4755	2,478.69	5,370.50	64,446.09
		STEP G	31.7489	47.6233	2,539.91	5,503.14	66,037.71
		STEP H	32.5330	48.7995	2,602.64	5,639.05	67,668.64
		STEP I	33.3364	50.0046	2,666.91	5,778.30	69,339.71
		STEP J	34.1596	51.2394	2,732.76	5,921.00	71,051.96
		STEP K	35.0032	52.5048	2,800.25	6,067.22	72,806.65
		STEP L	35.8676	53.8014	2,869.40	6,217.05	74,604.60
		STEP M	36.7534	55.1301	2,940.27	6,370.58	76,447.07
		STEP N	37.6611	56.4916	3,012.88	6,527.92	78,335.08
		STEP O	38.5911	57.8866	3,087.28	6,689.12	80,269.48
B540	WSTWTR TRMT PLT OPR GD I						
		STEP A	20.4649	30.6973	1,637.19	3,547.24	42,566.99
		STEP B	20.9703	31.4554	1,677.62	3,634.85	43,618.22
		STEP C	21.4881	32.2321	1,719.04	3,724.60	44,695.24
		STEP D	22.0187	33.0280	1,761.49	3,816.57	45,798.89
		STEP E	22.5625	33.8437	1,805.00	3,910.83	46,930.00
		STEP F	23.1197	34.6795	1,849.57	4,007.41	48,088.97
		STEP G	23.6906	35.5359	1,895.24	4,106.37	49,276.44
		STEP H	24.2757	36.4135	1,942.05	4,207.78	50,493.45
		STEP I	24.8752	37.3128	1,990.01	4,311.70	51,740.41
		STEP J	25.4895	38.2342	2,039.16	4,418.18	53,018.16
		STEP K	26.1190	39.1785	2,089.52	4,527.29	54,327.52
		STEP L	26.7640	40.1460	2,141.12	4,639.09	55,669.12
		STEP M	27.4249	41.1373	2,193.99	4,753.64	57,043.79
		STEP N	28.1022	42.1533	2,248.17	4,871.04	58,452.57
		STEP O	28.7962	43.1943	2,303.69	4,991.34	59,896.09

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: O

Percentage: 1.000

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B541	WSTWTR TRMT PLT OPR GD II						
		STEP A	22.5825	33.8737	1,806.60	3,914.30	46,971.60
		STEP B	23.1400	34.7100	1,851.20	4,010.93	48,131.20
		STEP C	23.7114	35.5671	1,896.91	4,109.97	49,319.71
		STEP D	24.2970	36.4455	1,943.76	4,211.48	50,537.76
		STEP E	24.8971	37.3456	1,991.76	4,315.49	51,785.96
		STEP F	25.5119	38.2678	2,040.95	4,422.06	53,064.75
		STEP G	26.1419	39.2128	2,091.35	4,531.26	54,375.15
		STEP H	26.7875	40.1812	2,143.00	4,643.16	55,718.00
		STEP I	27.4490	41.1735	2,195.92	4,757.82	57,093.92
		STEP J	28.1269	42.1903	2,250.15	4,875.32	58,503.95
		STEP K	28.8215	43.2322	2,305.72	4,995.72	59,948.72
		STEP L	29.5333	44.2999	2,362.66	5,119.10	61,429.26
		STEP M	30.2626	45.3939	2,421.00	5,245.51	62,946.20
		STEP N	31.0099	46.5148	2,480.79	5,375.04	64,500.59
		STEP O	31.7758	47.6637	2,542.06	5,507.80	66,093.66
B542	WSTWTR TRMT PLT OPR GD III						
		STEP A	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP B	28.1029	42.1543	2,248.23	4,871.16	58,454.03
		STEP C	28.7970	43.1955	2,303.76	4,991.48	59,897.76
		STEP D	29.5082	44.2623	2,360.65	5,114.75	61,377.05
		STEP E	30.2369	45.3553	2,418.95	5,241.06	62,892.75
		STEP F	30.9836	46.4754	2,478.68	5,370.49	64,445.88
		STEP G	31.7487	47.6230	2,539.89	5,503.10	66,037.29
		STEP H	32.5328	48.7992	2,602.62	5,639.01	67,668.22
		STEP I	33.3361	50.0041	2,666.88	5,778.25	69,339.08
		STEP J	34.1595	51.2392	2,732.76	5,920.98	71,051.76
		STEP K	35.0030	52.5045	2,800.24	6,067.18	72,806.24
		STEP L	35.8675	53.8012	2,869.40	6,217.03	74,604.40
		STEP M	36.7532	55.1298	2,940.25	6,370.55	76,446.65
		STEP N	37.6608	56.4912	3,012.86	6,527.87	78,334.46
		STEP O	38.5909	57.8863	3,087.27	6,689.08	80,269.07
B544	WSTWTR TRMT PLT OPR GD IV						
		STEP A	33.0208	49.5312	2,641.66	5,723.60	68,683.26
		STEP B	33.8361	50.7541	2,706.88	5,864.92	70,379.08
		STEP C	34.6716	52.0074	2,773.72	6,009.74	72,116.92
		STEP D	35.5278	53.2917	2,842.22	6,158.15	73,897.82
		STEP E	36.4052	54.6078	2,912.41	6,310.23	75,722.81
		STEP F	37.3043	55.9564	2,984.34	6,466.07	77,592.94
		STEP G	38.2255	57.3382	3,058.04	6,625.75	79,509.04
		STEP H	39.1695	58.7542	3,133.56	6,789.38	81,472.56
		STEP I	40.1368	60.2052	3,210.94	6,957.04	83,484.54
		STEP J	41.1280	61.6920	3,290.24	7,128.85	85,546.24
		STEP K	42.1436	63.2154	3,371.48	7,304.89	87,658.68
		STEP L	43.1845	64.7767	3,454.76	7,485.31	89,823.76
		STEP M	44.2509	66.3763	3,540.07	7,670.15	92,041.87
		STEP N	45.3437	68.0155	3,627.49	7,859.57	94,314.89
		STEP O	46.4634	69.6951	3,717.07	8,053.65	96,643.87

Appendix: O

Percentage: 1.000

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Effective Date: 01/19/2019

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B543	WSTWTR TRMT PLT OPR GDIII 24HR						
		STEP A	21.0591	31.5886	2,358.61	5,110.34	61,324.09
		STEP B	21.5790	32.3685	2,416.84	5,236.50	62,838.04
		STEP C	22.1120	33.1680	2,476.54	5,365.84	64,390.14
		STEP D	22.6580	33.9870	2,537.69	5,498.34	65,980.09
		STEP E	23.2175	34.8262	2,600.36	5,634.11	67,609.36
		STEP F	23.7909	35.6863	2,664.58	5,773.25	69,279.10
		STEP G	24.3784	36.5676	2,730.38	5,915.82	70,989.90
		STEP H	24.9805	37.4707	2,797.81	6,061.93	72,743.21
		STEP I	25.5974	38.3961	2,866.90	6,211.63	74,539.62
		STEP J	26.2295	39.3442	2,937.70	6,365.02	76,380.30
		STEP K	26.8773	40.3159	3,010.25	6,522.22	78,266.69
		STEP L	27.5410	41.3115	3,084.59	6,683.28	80,199.39
		STEP M	28.2212	42.3318	3,160.77	6,848.34	82,180.13
		STEP N	28.9181	43.3771	3,238.82	7,017.45	84,209.50
		STEP O	29.6322	44.4483	3,318.80	7,190.74	86,288.96
B560	YOUTH DEVELOPMENT PROG COORD						
		STEP A	22.3341	33.5011	1,786.72	3,871.24	46,454.92
		STEP B	22.8856	34.3284	1,830.84	3,966.83	47,602.04
		STEP C	23.4507	35.1760	1,876.05	4,064.78	48,777.45
		STEP D	24.0299	36.0448	1,922.39	4,165.18	49,982.19
		STEP E	24.6233	36.9349	1,969.86	4,268.03	51,216.46
		STEP F	25.2314	37.8471	2,018.51	4,373.44	52,481.31
		STEP G	25.8545	38.7817	2,068.36	4,481.44	53,777.36
		STEP H	26.4929	39.7393	2,119.43	4,592.10	55,105.23
		STEP I	27.1472	40.7208	2,171.77	4,705.51	56,466.17
		STEP J	27.8176	41.7264	2,225.40	4,821.71	57,860.60
		STEP K	28.5046	42.7569	2,280.36	4,940.79	59,289.56
		STEP L	29.2085	43.8127	2,336.68	5,062.80	60,753.68
		STEP M	29.9298	44.8947	2,394.38	5,187.83	62,253.98
		STEP N	30.6690	46.0035	2,453.52	5,315.96	63,791.52
		STEP O	31.4263	47.1394	2,514.10	5,447.22	65,366.70

Position Allocation/Staffing Report
by Department and Location ("Division")

1.0	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Department: 20	**CITY ATTORNEY**			
Div/Loc: 02000 - CITY ATTORNEY				
020000245	ASSISTANT CITY ATTORNEY	1.000	1.000	
020001200	CITY ATTORNEY	1.000	1.000	
020001658	DEPUTY CITY ATTORNEY II	3.000	3.000	
020004096	LEGAL CLERK II (C)	2.000	0.900	1.100
020005015	PARALEGAL (C)	1.000	1.000	
020007123	SR DEPUTY CITY ATTORNEY	1.000	1.000	
	TOTAL FOR LOC/DIV 02000 - CITY ATTORNEY:	**9.000**	**7.900**	**1.100**
	TOTAL FOR DEPARTMENT 20 - CITY ATTORNEY:	**9.000**	**7.900**	**1.100**
Department: 30	**CITY MANAGER**			
Div/Loc: 01500 - CITY MANAGER - ADMINISTRATION				
015000325	ASSISTANT CITY MANAGER	2.000	1.000	1.000
015001240	CITY MANAGER	1.000	1.000	
015002540	ENVIRONMENTAL COORDINATOR	1.000	1.000	
015002551	EXECUTIVE ASSISTANT	1.000	2.000	(1.000)
015004457	MANAGEMENT ASSISTANT II	1.000	0.000	1.000
015001245	CHIEF FINANCIAL OFFICER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 01500 - CITY MANAGER - ADMINISTRATION:	**6.000**	**6.000**	
Div/Loc: 01520 - PUBLIC AFFAIRS & COMMUNICATION				
015205610	PUBLIC AFFAIRS-COMMUNIC DIRECT	1.000	1.000	
015205565	PUBLIC INFORMATION OFFICER	1.000	1.000	
015205615	PUB AFFAIRS&COMMUNICATN ADMNST	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 01520 - PUBLIC AFFAIRS & COMMUNICATION:	**2.000**	**3.000**	**(1.000)**
	TOTAL FOR DEPARTMENT 30 - CITY MANAGER:	**8.000**	**9.000**	**(1.000)**
Department: 31	**ECONOMIC DEVELOPMENT**			
Div/Loc: 08110 - HOUSING ADMIN				
081100050	ADMIN ANALYST II	1.000	1.000	
081103402	HOUSING ANALYST II	3.000	2.000	1.000
081103589	HOUSING MANAGER	1.000	0.000	1.000
081103592	HOUSING TECHNICIAN II	3.000	3.000	
081104957	OFFICE ASSISTANT II	1.000	0.000	1.000
081107148	SR HOUSING TECHNICIAN	1.000	1.000	
08110B456	HOUSING ANALYST I	0.000	1.000	(1.000)
08110B489	OFFICE ASSISTANT I	0.000	1.000	(1.000)
08110B844	HOUSING MANAGER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08110 - HOUSING ADMIN:	**10.000**	**10.000**	
Div/Loc: 08123 - ECONOMIC DEVELOPMENT				
081231675	DEVELOPMENT ANALYST II	1.000	1.000	
081231710	ECONOMIC DEVELOPMENT DIRECTOR	1.000	1.000	
081231711	ECONOMIC DEVLPMT SUPERVISOR	1.000	0.000	1.000
081232551	EXECUTIVE ASSISTANT	1.000	0.000	1.000
	TOTAL FOR LOC/DIV 08123 - ECONOMIC DEVELOPMENT:	**4.000**	**2.000**	**2.000**
	TOTAL FOR DEPARTMENT 31 - ECONOMIC DEVELOPMENT:	**14.000**	**12.000**	**2.000**
Department: 41	**FINANCE**			

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 03311 - PURCHASING				
033110084	ADMIN TECHNICIAN	1.000	1.000	
033111060	BUYER II	3.000	1.000	2.000
033115652	PURCHASING & WAREHOUSE MANAGER	1.000	1.000	
033117139	SENIOR BUYER	1.000	1.000	
03311B416	BUYER I	0.000	1.000	(1.000)
03311B417	BUYER II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03311 - PURCHASING:	**6.000**	**6.000**	
Div/Loc: 03312 - CENTRAL STORES				
033121450	COURIER	1.000	1.000	
033127203	SR WAREHOUSE WORKER	1.000	1.000	
033128952	WAREHOUSE WORKER II	1.000	1.000	
	TOTAL FOR LOC/DIV 03312 - CENTRAL STORES:	**3.000**	**3.000**	
Div/Loc: 05000 - FINANCE ADMINSTRATION				
050000050	ADMIN ANALYST II	1.000	1.000	
050000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
050001245	CHIEF FINANCIAL OFFICER	1.000	0.000	1.000
050006520	ERP MANAGER	1.000	0.000	1.000
05000B763	FINANCE DIRECTOR	0.000	1.000	(1.000)
05000B851	ERP MANAGER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05000 - FINANCE ADMINSTRATION:	**4.000**	**4.000**	
Div/Loc: 05010 - BUDGET				
050100915	BUDGET ANALYST II	2.750	1.750	1.000
050100930	BUDGET MANAGER	1.000	0.000	1.000
05010B719	BUDGET ANALYST II	0.000	1.000	(1.000)
05010B720	BUDGET MANAGER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05010 - BUDGET:	**3.750**	**3.750**	
Div/Loc: 05011 - PAYROLL				
050112900	FINANCE MANAGER	1.000	1.000	
050115103	PAYROLL CLERK II (C)	1.600	0.600	1.000
050119428	PAYROLL SUPERVISOR	1.000	1.000	
050115101	PAYROLL TECHNICIAN II	2.000	0.000	2.000
05011B111	PAYROLL CLERK I	0.000	1.000	(1.000)
05011B112	PAYROLL CLERK II (C)	0.000	1.000	(1.000)
05011B114	PAYROLL TECHNICIAN II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05011 - PAYROLL:	**5.600**	**5.600**	
Div/Loc: 05012 - ACCOUNTS PAYABLE				
050129427	ACCOUNTS PAYABLE SUPERVISOR	1.000	1.000	
050123335	FINANCE CLERK II	3.000	2.000	1.000
050124957	OFFICE ASSISTANT II	0.625	0.625	
05012B446	FINANCE CLERK II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05012 - ACCOUNTS PAYABLE:	**4.625**	**4.625**	
Div/Loc: 05030 - CASH MANAGEMENT				
050303335	FINANCE CLERK II	0.500	0.000	.500
050303326	FINANCE TECHNICIAN II	1.000	1.000	
050303318	FINANCIAL ANALYST II	1.000	1.000	
	TOTAL FOR LOC/DIV 05030 - CASH MANAGEMENT:	**2.500**	**2.000**	**.500**
Div/Loc: 05040 - UTIL BILLING & SERV - ADMIN				

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
050400920	BILLING SERVICES MANAGER	1.000	1.000	
050403326	FINANCE TECHNICIAN II	1.000	0.000	1.000
050407147	SR FINANCE TECHNICIAN	1.000	1.000	
050403318	FINANCIAL ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05040 - UTIL BILLING & SERV - ADMIN:		**3.000**	**3.000**	
Div/Loc: 05041 - UTIL BILLING & SRV-FIELD SRV				
050414540	METER READER	3.000	1.500	1.500
050414534	METER SERVICE WORKER	1.000	1.000	
050417200	SR METER SERVICE WORKER	1.000	1.000	
050413310	FINANCE SUPERVISOR	0.000	1.000	(1.000)
05041B484	METER READER	0.000	0.750	(.750)
TOTAL FOR LOC/DIV 05041 - UTIL BILLING & SRV-FIELD SRV:		**5.000**	**5.250**	**(.250)**
Div/Loc: 05042 - UTIL BILLING & SRV - BILLING				
050423315	FIN UTL BIL ANLYST II	3.000	0.000	3.000
050423310	FINANCE SUPERVISOR	1.000	0.000	1.000
050423326	FINANCE TECHNICIAN II	3.000	3.000	
050427147	SR FINANCE TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 05042 - UTIL BILLING & SRV - BILLING:		**8.000**	**4.000**	**4.000**
Div/Loc: 05043 - UTIL BILLING & SRV-SERVICES				
050433335	FINANCE CLERK II	13.750	8.250	5.500
050433310	FINANCE SUPERVISOR	1.000	1.000	
050433326	FINANCE TECHNICIAN II	1.000	1.000	
05043B445	FINANCE CLERK I	0.000	1.000	(1.000)
05043B446	FINANCE CLERK II	0.000	4.500	(4.500)
TOTAL FOR LOC/DIV 05043 - UTIL BILLING & SRV-SERVICES:		**15.750**	**15.750**	
Div/Loc: 05050 - GEN ACCT - ADMINISTRATION				
050500040	ACCOUNTANT II	2.000	1.000	1.000
050500043	ACCOUNTING SUPERVISOR	1.000	0.000	1.000
050501370	CONTROLLER	1.000	1.000	
050503318	FINANCIAL ANALYST II	2.000	1.000	1.000
05050B401	ACCOUNTANT II	0.000	1.000	(1.000)
05050B450	FINANCIAL ANALYST II	0.000	1.000	(1.000)
05050B701	ACCOUNTING SUPERVISOR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05050 - GEN ACCT - ADMINISTRATION:		**6.000**	**6.000**	
TOTAL FOR DEPARTMENT 41 - FINANCE:		**67.225**	**62.975**	**4.250**
Department: 42	**HUMAN RESOURCES**			
Div/Loc: 03100 - HUMAN RESOURCES				
031000071	ADMINISTRATIVE ASSISTANT (C)	1.000	0.000	1.000
031000484	ASST HUMAN RESOURCES DIRECTOR	1.000	0.000	1.000
031003594	HUMAN RESOURCES ANALYST I	0.000	1.000	(1.000)
031003596	HUMAN RESOURCES ANALYST II	2.000	1.000	1.000
031003598	HUMAN RESOURCES DIRECTOR	1.000	1.000	
031003599	HUMAN RESOURCES MANAGER	1.000	1.000	
031005235	HUMAN RESOURCES TECH (C)	5.000	2.000	3.000
031007178	SR HUMAN RESOURCES TECH (C)	1.000	1.000	
03100B102	HUMAN RESOURCES TECH (C)	0.000	3.000	(3.000)
03100B775	HUMAN RESOURCES DIRECTOR	0.000	1.000	(1.000)
03100B845	ASST HUMAN RESOURCES DIRECTOR	0.000	1.000	(1.000)

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
	TOTAL FOR LOC/DIV 03100 - HUMAN RESOURCES:	**12.000**	**12.000**	
Div/Loc: 03110 - RISK MGMT - ADMINISTRATION				
031105235	HUMAN RESOURCES TECH (C)	1.000	0.000	1.000
031106450	RISK MANAGER	1.000	1.000	
031107178	SR HUMAN RESOURCES TECH (C)	1.000	1.000	
03110B102	HUMAN RESOURCES TECH (C)	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03110 - RISK MGMT - ADMINISTRATION:	**3.000**	**3.000**	
	TOTAL FOR DEPARTMENT 42 - HUMAN RESOURCES:	**15.000**	**15.000**	
Department: 43	**INFORMATION TECHNOLOGY**			
Div/Loc: 03130 - IT-STRATEGIC PLAN/DIGITAL COM				
031301362	BUSINESS SYSTEMS ANALYST II	2.000	1.000	1.000
031301180	CHIEF INFORMATION OFFICER	1.000	1.000	
031303625	INFO SECURITY ADMINISTRATOR	1.000	1.000	
031303616	IT PLANNING & POLICY TECH	1.000	0.000	1.000
031303602	IT PROGRAM MANAGER	1.000	1.000	
031307130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
031303794	IT ANALYST II	0.000	1.000	(1.000)
03130B414	BUSINESS SYSTEMS ANALYST I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03130 - IT-STRATEGIC PLAN/DIGITAL COM:	**7.000**	**7.000**	
Div/Loc: 03131 - IT-DATABASE AND CLOUD				
031311362	BUSINESS SYSTEMS ANALYST II	1.000	0.000	1.000
031311552	DATABASE ANALYST II	2.000	1.000	1.000
031313601	IT DIVISION MANAGER	2.000	2.000	
031317145	SR DATABASE ANALYST	1.000	1.000	
	TOTAL FOR LOC/DIV 03131 - IT-DATABASE AND CLOUD:	**6.000**	**4.000**	**2.000**
Div/Loc: 03132 - IT-NETWORK INFRASTRUCTURE				
031323794	IT ANALYST II	7.000	5.000	2.000
031323602	IT PROGRAM MANAGER	1.000	1.000	
031327149	SR IT TECHNICIAN	1.000	1.000	
	TOTAL FOR LOC/DIV 03132 - IT-NETWORK INFRASTRUCTURE:	**9.000**	**7.000**	**2.000**
Div/Loc: 03133 - IT-BUSINESS SOLUTIONS				
031331362	BUSINESS SYSTEMS ANALYST II	4.000	2.000	2.000
031333602	IT PROGRAM MANAGER	1.000	1.000	
031337130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
03133B415	BUSINESS SYSTEMS ANALYST II	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 03133 - IT-BUSINESS SOLUTIONS:	**6.000**	**6.000**	
Div/Loc: 03134 - IT-GIS ANALYTICS				
031343794	IT ANALYST II	2.000	2.000	
031343602	IT PROGRAM MANAGER	1.000	1.000	
031347130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
	TOTAL FOR LOC/DIV 03134 - IT-GIS ANALYTICS:	**4.000**	**4.000**	
Div/Loc: 03135 - IT-CLIENT SERVICES				
031353618	IT TECHNICIAN II	3.000	0.000	3.000
031357194	SR IT ANALYST	1.000	0.000	1.000
031357149	SR IT TECHNICIAN	2.000	2.000	
03135B470	IT TECHNICIAN I	0.000	2.000	(2.000)
03135B471	IT TECHNICIAN II	0.000	1.000	(1.000)

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
03135B828	SR IT ANALYST	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03135 - IT-CLIENT SERVICES:	**6.000**	**6.000**	
Div/Loc: 03136 - IT-ENTERPRISE SOLUTIONS				
031361362	BUSINESS SYSTEMS ANALYST II	5.000	2.000	3.000
031363602	IT PROGRAM MANAGER	1.000	1.000	
031367130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
03136B415	BUSINESS SYSTEMS ANALYST II	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 03136 - IT-ENTERPRISE SOLUTIONS:	**7.000**	**6.000**	**1.000**
	TOTAL FOR DEPARTMENT 43 - INFORMATION TECHNOLOGY:	**45.000**	**40.000**	**5.000**
Department: 44 CITY CLERK				
Div/Loc: 03200 - CITY CLERK - ADMINISTRATION				
032000250	ASST CITY CLERK	1.000	1.000	
032001220	CITY CLERK	1.000	1.000	
032001227	CITY CLERK TECHNICIAN II	2.000	2.000	
032001665	DEPUTY CITY CLERK II	3.500	1.000	2.500
03200B432	DEPUTY CITY CLERK I	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 03200 - CITY CLERK - ADMINISTRATION:	**7.500**	**7.000**	**.500**
	TOTAL FOR DEPARTMENT 44 - CITY CLERK:	**7.500**	**7.000**	**.500**
	TOTAL FOR DEPARTMENT 45 - CENTRAL SERVICES:	**0.000**	**0.000**	
Department: 50 POLICE				
Div/Loc: 05500 - POLICE - ADMINISTRATION				
055000050	ADMIN ANALYST II	1.000	1.000	
055000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
055005400	POLICE CAPTAIN	3.000	3.000	
055005410	POLICE CHIEF	1.000	1.000	
055005420	POLICE LIEUTENANT	1.000	1.000	
055005430	POLICE OFFICER	1.000	1.000	
055005440	POLICE RECORDS CLERK II	1.000	1.000	
055005470	POLICE SERGEANT	1.000	1.000	
	TOTAL FOR LOC/DIV 05500 - POLICE - ADMINISTRATION:	**10.000**	**10.000**	
Div/Loc: 05511 - RECORDS-PROPERTY				
055115434	POLICE PROP & EVIDENCE CLRK II	3.000	1.000	2.000
055115429	POLICE PROPERTY & EVIDENCE SUP	1.000	1.000	
055115440	POLICE RECORDS CLERK II	9.000	6.000	3.000
055115494	POLICE SCENE TECHNICIAN II	4.000	2.000	2.000
055115489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	
055115748	RECORDS SUPERVISOR	1.000	1.000	
05511B926	POLICE PROP & EVIDENCE CLRK I	0.000	2.000	(2.000)
05511B929	POLICE RECORDS CLERK I	0.000	1.000	(1.000)
05511B930	POLICE RECORDS CLERK II	0.000	1.000	(1.000)
05511B931	POLICE SCENE TECHNICIAN I	0.000	1.000	(1.000)
05511B932	POLICE SCENE TECHNICIAN II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05511 - RECORDS-PROPERTY:	**19.000**	**18.000**	**1.000**
Div/Loc: 05513 - POLICE COMMUNICATIONS				
055131430	COMMUNICATIONS SUPERVISOR	3.000	2.000	1.000
055131700	DISPATCHER II	20.000	15.000	5.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
055135489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	
05513B923	DISPATCHER I	0.000	1.000	(1.000)
05513B924	DISPATCHER II	0.000	3.000	(3.000)
	TOTAL FOR LOC/DIV 05513 - POLICE COMMUNICATIONS:	**24.000**	**22.000**	**2.000**
Div/Loc: 05514 - COMMUNITY SERVICES				
055141645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
055145430	POLICE OFFICER	7.000	4.000	3.000
055145470	POLICE SERGEANT	1.000	1.000	
055145654	PUB SAFETY OUTREACH & COMM REL	1.000	1.000	
055145657	PUBLIC SAFETY PROGRAM COORD	1.000	1.000	
	TOTAL FOR LOC/DIV 05514 - COMMUNITY SERVICES:	**11.000**	**8.000**	**3.000**
Div/Loc: 05515 - SOCIAL SERVICES UNIT				
055155430	POLICE OFFICER	6.000	6.000	
055155470	POLICE SERGEANT	1.000	1.000	
055155485	POLICE SOCIAL SVCS ADMINSTR	1.000	1.000	
	TOTAL FOR LOC/DIV 05515 - SOCIAL SERVICES UNIT:	**8.000**	**8.000**	
Div/Loc: 05531 - PATROL				
055311379	COMMUNITY SVCS OFFICER I	0.000	1.000	(1.000)
055311380	COMMUNITY SVCS OFFICER II	6.000	1.000	5.000
055315420	POLICE LIEUTENANT	4.000	3.000	1.000
055315430	POLICE OFFICER	73.000	49.000	24.000
055315470	POLICE SERGEANT	10.000	9.000	1.000
055315710	RANGEMASTER	1.000	1.000	
05531B917	COMMUNITY SVCS OFFICER I	0.000	2.000	(2.000)
05531B918	COMMUNITY SVCS OFFICER II	0.000	1.000	(1.000)
05531B925	POLICE OFFICER TRAINEE	0.000	3.000	(3.000)
05531B938	POLICE OFFICER	0.000	19.000	(19.000)
	TOTAL FOR LOC/DIV 05531 - PATROL:	**94.000**	**89.000**	**5.000**
Div/Loc: 05532 - INVESTIGATIONS				
055321380	COMMUNITY SVCS OFFICER II	2.000	2.000	
055321475	CRIME ANALYST	2.000	2.000	
055325420	POLICE LIEUTENANT	1.000	1.000	
055325430	POLICE OFFICER	12.000	10.000	2.000
055325440	POLICE RECORDS CLERK II	1.000	0.000	1.000
055325470	POLICE SERGEANT	1.000	2.000	(1.000)
05532B930	POLICE RECORDS CLERK II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05532 - INVESTIGATIONS:	**19.000**	**18.000**	**1.000**
Div/Loc: 05533 - ANIMAL CONTROL				
055330100	ANIMAL CONTROL OFFICER	2.000	1.000	1.000
055330110	ANIMAL CONTROL SUPERVISOR	1.000	1.000	
05533B914	ANIMAL CONTROL OFFICER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 05533 - ANIMAL CONTROL:	**3.000**	**3.000**	
Div/Loc: 05535 - POLICE TRAFFIC				
055351380	COMMUNITY SVCS OFFICER II	2.000	2.000	
055355420	POLICE LIEUTENANT	1.000	1.000	
055355430	POLICE OFFICER	6.000	4.000	2.000
055355470	POLICE SERGEANT	1.000	1.000	
	TOTAL FOR LOC/DIV 05535 - POLICE TRAFFIC:	**10.000**	**8.000**	**2.000**

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
	TOTAL FOR DEPARTMENT 50 - POLICE:	**198.000**	**184.000**	**14.000**
Department: 60	**FIRE**			
Div/Loc: 06000 - FIRE - ADMINISTRATION				
060000050	ADMIN ANALYST II	1.000	1.000	
060000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
060003330	FIRE CHIEF	1.000	1.000	
	TOTAL FOR LOC/DIV 06000 - FIRE - ADMINISTRATION:	**3.000**	**3.000**	
Div/Loc: 06011 - FIRE PREVENTION				
060110084	ADMINISTRATIVE TECHNICIAN	1.000	1.000	
060111645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
060113377	FIRE & ENVIR SAFETY INSPEC II	3.000	1.000	2.000
060113332	FIRE DIVISION CHIEF	1.000	1.000	
060113382	FIRE INSPECTION SUPERVISOR	2.000	1.000	1.000
060113385	FIRE INSPECTOR II	1.000	1.000	
060114957	OFFICE ASSISTANT II	1.000	0.000	1.000
06011B150	FIRE & ENVIR SAFETY INSPEC I	0.000	2.000	(2.000)
06011B490	OFFICE ASSISTANT II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 06011 - FIRE PREVENTION:	**10.000**	**9.000**	**1.000**
Div/Loc: 06021 - FIRE OPERATIONS				
060210480	ASST FIRE CHIEF	1.000	1.000	
060210905	FIRE BATTALION CHIEF	3.000	3.000	
060213320	FIRE CAPTAIN	30.000	30.000	
060213340	FIRE ENGINEER	30.000	30.000	
060213355	FIREFIGHTER PARAMEDIC II	36.000	22.000	14.000
06021B157	FIREFIGHTER PARAMEDIC I	0.000	5.000	(5.000)
06021B158	FIREFIGHTER PARAMEDIC II	0.000	6.000	(6.000)
06021F355	FIREFIGHTER PARAMEDIC	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 06021 - FIRE OPERATIONS:	**100.000**	**98.000**	**2.000**
Div/Loc: 06022 - FIRE TRAINING				
060222415	EMS QUAL ASSURANCE COORDINATOR	1.000	0.000	1.000
060223391	FIRE BATALLION CHIEF (8HR)	1.000	1.000	
060223332	FIRE DIVISION CHIEF	1.000	1.000	
06022B755	EMS QUAL ASSURANCE COORDINATOR	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 06022 - FIRE TRAINING:	**3.000**	**3.000**	
Div/Loc: 06025 - FIRE LOGISTICS				
060250480	ASST FIRE CHIEF	1.000	1.000	
060253391	FIRE BATALLION CHIEF (8HR)	1.000	1.000	
060253412	GIS ANALYST II	1.000	1.000	
	TOTAL FOR LOC/DIV 06025 - FIRE LOGISTICS:	**3.000**	**3.000**	
	TOTAL FOR DEPARTMENT 60 - FIRE:	**119.000**	**116.000**	**3.000**
Department: 71	**PARKS AND RECREATION**			
Div/Loc: 08500 - PARKS & REC - ADMINISTRATION				
085000084	ADMIN TECHNICIAN	1.000	0.000	1.000
085000050	ADMINISTRATIVE ANALYST II	1.000	2.000	(1.000)
085000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
085004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
085005010	PARKS,REC & LIB BUS ADMINISTR	1.000	1.000	

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
085005082	PARKS,REC &LIBRARIES DIRECTOR	1.000	1.000	
08500B402	ADMINISTRATIVE TECHNICIAN	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08500 - PARKS & REC - ADMINISTRATION:		**6.000**	**7.000**	**(1.000)**
Div/Loc: 08501 - PARK DEVELOPMENT				
085015022	PARK DEVELOPMENT ANALYST II	2.000	1.000	1.000
085015024	PARK PLANNING & DEV SUPERINTEN	1.000	1.000	
085011278	PARKS PROJECT TECHNICIAN	1.000	1.000	
08501B789	PARK DEVELOPMENT ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08501 - PARK DEVELOPMENT:		**4.000**	**4.000**	
Div/Loc: 08505 - RECREATION STAFFING				
085051401	COMMUNITY RELATIONS ANALYST	1.000	0.000	1.000
085054957	OFFICE ASSISTANT II	4.000	0.000	4.000
085056122	RECREATION COORDINATOR II	6.000	4.000	2.000
085056125	RECREATION MANAGER	1.000	1.000	
085056145	RECREATION SUPERINTENDENT	3.000	3.000	
085056147	RECREATION SUPERVISOR	3.000	2.000	1.000
085054956	OFFICE ASSISTANT I	0.000	1.000	(1.000)
08505B489	OFFICE ASSISTANT I	0.000	1.000	(1.000)
08505B490	OFFICE ASSISTANT II	0.000	2.000	(2.000)
08505B502	RECREATION COORDINATOR II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08505 - RECREATION STAFFING:		**18.000**	**15.000**	**3.000**
Div/Loc: 08530 - AQUATICS				
085305080	PARKS MAINTENANCE WORKER II	1.000	1.000	
085308304	RECREATION LEADER	1.000	0.000	1.000
08530B552	RECREATION LEADER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08530 - AQUATICS:		**2.000**	**2.000**	
Div/Loc: 08541 - ADVENTURE CLUBS				
085410084	ADMIN TECHNICIAN	1.000	1.000	
085410376	ASSISTANT CHILD CARE SITE COOR	2.000	2.000	
085411225	CHILD CARE SITE COORDINATOR	13.000	12.000	1.000
085414957	OFFICE ASSISTANT II	1.000	1.000	
085416147	RECREATION SUPERVISOR	3.000	1.000	2.000
085411641	YOUTH DEV PROG COORD	3.000	0.000	3.000
08541B418	CHILD CARE SITE COORDINATOR	0.000	1.000	(1.000)
08541B815	RECREATION SUPERVISOR	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08541 - ADVENTURE CLUBS:		**23.000**	**20.000**	**3.000**
Div/Loc: 08546 - CDE-CHILD DEVELOPMENT				
085461225	CHILD CARE SITE COORDINATOR	2.000	2.000	
TOTAL FOR LOC/DIV 08546 - CDE-CHILD DEVELOPMENT:		**2.000**	**2.000**	
Div/Loc: 08550 - PARK OPERATIONS - ADMIN				
085504957	OFFICE ASSISTANT II	1.000	1.000	
085509429	PARKS MANAGER	1.000	0.000	1.000
085505090	PARKS SUPERINTENDENT	1.000	1.000	
085505069	PARKS SUPERVISOR	3.000	3.000	
085505045	PARKS, REC, & LIBRARIES TECH	1.000	0.000	1.000
TOTAL FOR LOC/DIV 08550 - PARK OPERATIONS - ADMIN:		**7.000**	**5.000**	**2.000**
Div/Loc: 08551 - OPEN SPACE/TREE MAINTENANCE				
085518300	ARBORIST TECHNICIAN	1.000	0.000	1.000
085514872	NATURAL RESOURCES WORKER II	1.000	0.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
085514960	OPEN SPACE SUPERINTENDENT	1.000	1.000	
085517154	SR NATURAL RESOURCES WORKER	1.000	0.000	1.000
085511504	TREE TRIMMER II	1.000	1.000	
085518762	URBAN FORESTER	1.000	1.000	
08551B550	ARBORIST TECHNICIAN	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08551 - OPEN SPACE/TREE MAINTENANCE:		**6.000**	**4.000**	**2.000**
Div/Loc: 08555 - PARKS - MAINTENANCE				
085558302	AQUATICS MAINTENANCE TECH	1.000	1.000	
085555075	IRRIGATION TECHNICIAN	1.000	1.000	
085555070	PARKS MAINTENANCE WORKER I	0.000	1.000	(1.000)
085555080	PARKS MAINTENANCE WORKER II	18.000	9.000	9.000
085557192	SR PARKS MAINTENANCE WORKER	9.000	8.000	1.000
08555B491	PARKS MAINTENANCE WORKER I	0.000	4.000	(4.000)
08555B492	PARKS MAINTENANCE WORKER II	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08555 - PARKS - MAINTENANCE:		**29.000**	**26.000**	**3.000**
TOTAL FOR DEPARTMENT 71 - PARKS AND RECREATION:		**97.000**	**85.000**	**12.000**
Department: 72	**LIBRARY**			
Div/Loc: 06500 - LIBRARY - ADMIN/TECH SERVICES				
065000084	ADMINISTRATIVE TECHNICIAN	1.000	0.000	1.000
065001224	CITY LIBRARIAN	1.000	1.000	
065004152	LIBRARIAN II	6.500	4.500	2.000
065004210	LIBRARY ASSISTANT II	7.000	3.000	4.000
065004246	LIBRARY SUPERVISOR	3.000	3.000	
065004250	LIBRARY TECHNICIAN	5.000	4.000	1.000
065004151	LIBRARIAN I	0.000	1.000	(1.000)
06500B402	ADMINISTRATIVE TECHNICIAN	0.000	1.000	(1.000)
06500B478	LIBRARY ASSISTANT II	0.000	3.000	(3.000)
TOTAL FOR LOC/DIV 06500 - LIBRARY - ADMIN/TECH SERVICES:		**23.500**	**20.500**	**3.000**
Div/Loc: 08521 - MAIDU MUSEUM & HISTORIC SITE				
085210050	ADMINISTRATIVE ANALYST II	1.000	0.000	1.000
085213733	SR INTERPRETIVE SRVCS SPECIAL	1.000	0.000	1.000
08521B946	SR INTERPRETIVE SRVCS SPECIAL	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08521 - MAIDU MUSEUM & HISTORIC SITE:		**2.000**	**1.000**	**1.000**
TOTAL FOR DEPARTMENT 72 - LIBRARY:		**25.500**	**21.500**	**4.000**
TOTAL FOR DEPARTMENT 80 - DEVELOPMENT AND OPERATIONS:		**0.000**	**0.000**	
TOTAL FOR DEPARTMENT 82 - PLANNING,REDEVELOPMENT,HOUSING:		**0.000**	**0.000**	
Department: 83	**PUBLIC WORKS**			
Div/Loc: 03321 - AUTOMOTIVE SERVICES				
033212565	EQUIPMENT MAINT. SUPERVISOR	1.000	1.000	
033212560	EQUIPMENT SERVICEWORKER	4.000	2.000	2.000
033213392	FLEET MANAGER	1.000	1.000	
033214501	MECHANIC II	8.000	6.000	2.000
033214957	OFFICE ASSISTANT II	1.000	1.000	
033217189	SR MECHANIC	2.000	2.000	
033218938	VEHICLE MAINT PARTS BUYER	1.000	0.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
033218940	VEHICLE MAINT SERVICEWRITER	1.000	1.000	
033218952	WAREHOUSE WORKER II	1.000	1.000	
033214500	MECHANIC I	0.000	1.000	(1.000)
03321B444	EQUIPMENT SERVICEWORKER	0.000	1.000	(1.000)
03321B483	MECHANIC II	0.000	1.000	(1.000)
03321B530	VEHICLE MAINT PARTS BUYER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03321 - AUTOMOTIVE SERVICES:	**20.000**	**19.000**	**1.000**
Div/Loc: 03322 - AUTO REPLACEMENT				
033223319	FLEET MANAGEMENT TECHNICIAN	1.000	1.000	
	TOTAL FOR LOC/DIV 03322 - AUTO REPLACEMENT:	**1.000**	**1.000**	
Div/Loc: 03340 - BUILDING MAINTENANCE				
033401032	BLDG MAINTENANCE WORKER II	4.000	3.000	1.000
033403395	FACILITIES MANAGER	1.000	1.000	
033404321	FACILITIES SUPERVISOR	1.000	1.000	
033404957	OFFICE ASSISTANT II	0.750	0.662	.087
033407119	SR BUILDING MAINTENANCE WORKER	2.000	1.000	1.000
03340B411	BLDG MAINTENANCE WORKER II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 03340 - BUILDING MAINTENANCE:	**8.750**	**7.662**	**1.087**
Div/Loc: 03341 - CUSTODIAL SERVICES				
033411485	CUSTODIAN	5.000	3.000	2.000
03341B427	CUSTODIAN	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 03341 - CUSTODIAL SERVICES:	**5.000**	**5.000**	
Div/Loc: 03350 - FACILITY REHAB OPERATIONS				
033505560	PROJECT COORDINATOR	2.000	2.000	
	TOTAL FOR LOC/DIV 03350 - FACILITY REHAB OPERATIONS:	**2.000**	**2.000**	
Div/Loc: 08300 - PUBLIC WORKS - ADMINISTRATION				
083000050	ADMIN ANALYST II	1.000	1.000	
083000071	ADMINISTRATIVE ASSISTANT (C)	2.000	1.000	1.000
083005635	PUBLIC WORKS DIRECTOR	1.000	2.000	(1.000)
	TOTAL FOR LOC/DIV 08300 - PUBLIC WORKS - ADMINISTRATION:	**4.000**	**4.000**	
Div/Loc: 08320 - ENGINEERING				
083200084	ADMIN TECHNICIAN	1.000	1.000	
083200820	ASSOC ENGINEER	4.000	4.000	
083200338	ASST ENGINEER	5.000	5.000	
083205514	PRINCIPAL ENGINEER	1.000	0.000	1.000
083207142	SR ENGINEER	3.000	2.000	1.000
08320B406	ASST ENGINEER	0.000	2.000	(2.000)
08320B826	SR ENGINEER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08320 - ENGINEERING:	**14.000**	**15.000**	**(1.000)**
Div/Loc: 08321 - FLOOD ALERT				
083210338	ASST ENGINEER	1.000	0.000	1.000
	TOTAL FOR LOC/DIV 08321 - FLOOD ALERT:	**1.000**	**0.000**	**1.000**
Div/Loc: 08335 - TRAFFIC SIGNALS				
083352380	ELECTRONICS TECHNICIAN I	0.000	1.000	(1.000)
083352385	ELECTRONICS TECHNICIAN II	4.000	1.000	3.000
083355519	PREVENTATIVE MAINT SUPERVISOR	1.000	1.000	
083357170	SR ELECTRONIC TECH	1.000	1.000	
083352376	TRAFFIC SIGNAL MAINT WKR II	2.000	1.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
083352375	TRAFFIC SIGNAL MAINT WKR I	0.000	1.000	(1.000)
08335B215	ELECTRONICS TECHNICIAN I	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 08335 - TRAFFIC SIGNALS:	**8.000**	**8.000**	
Div/Loc: 08340 - STREETS - ADMINISTRATION				
083400084	ADMINISTRATIVE TECHNICIAN	1.000	1.000	
083404957	OFFICE ASSISTANT II	1.000	1.000	
083407522	STREET MAINTENANCE SUPERVISOR	3.000	2.000	1.000
083407520	STREET MAINTENANCE SUPT	1.000	1.000	
08340B832	STREET MAINTENANCE SUPERVISOR	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08340 - STREETS - ADMINISTRATION:	**6.000**	**6.000**	
Div/Loc: 08342 - STREET DRAINAGE				
083427187	SR STREET MAINTENANCE WORKER	1.000	0.000	1.000
083427530	STREET MAINTENANCE WORKER II	1.000	1.000	
08342B523	SR STREET MAINTENANCE WORKER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08342 - STREET DRAINAGE:	**2.000**	**2.000**	
Div/Loc: 08343 - PAVING				
083431350	ENGINEERING TECHNICIAN II	1.000	1.000	
083437187	SR STREET MAINTENANCE WORKER	2.000	2.000	
083437530	STREET MAINTENANCE WORKER II	11.000	5.000	6.000
08343B526	STREET MAINTENANCE WORKER I	0.000	3.000	(3.000)
08343B527	STREET MAINTENANCE WORKER II	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 08343 - PAVING:	**14.000**	**13.000**	**1.000**
Div/Loc: 08344 - STREET SIGNS				
083447187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083447530	STREET MAINTENANCE WORKER II	2.000	1.000	1.000
	TOTAL FOR LOC/DIV 08344 - STREET SIGNS:	**3.000**	**2.000**	**1.000**
Div/Loc: 08345 - STREET PAINT				
083457187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083457530	STREET MAINTENANCE WORKER II	1.000	0.000	1.000
08345B526	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08345 - STREET PAINT:	**2.000**	**2.000**	
Div/Loc: 08348 - STREET SWEEPING				
083487187	SR STREET MAINTENANCE WORKER	1.000	1.000	
083487530	STREET MAINTENANCE WORKER II	2.000	0.000	2.000
083487540	STREET SWEEPER OPERATOR	4.000	4.000	
08348B526	STREET MAINTENANCE WORKER I	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 08348 - STREET SWEEPING:	**7.000**	**7.000**	
Div/Loc: 08350 - TRANSPORTATION-ADMIN				
083500084	ADMIN TECHNICIAN	2.000	1.000	1.000
083500088	ALTERNATIVE TRANSP ANALYST II	1.000	1.000	
083500090	ALTERNATIVE TRANSP MGR	1.000	1.000	
083503318	FINANCIAL ANALYST II	1.000	0.000	1.000
083504957	OFFICE ASSISTANT II	1.750	1.000	.750
083503316	FINANCIAL ANALYST I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08350 - TRANSPORTATION-ADMIN:	**6.750**	**5.000**	**1.750**
Div/Loc: 08352 - TRANSPORTATION				
083520088	ALTERNATIVE TRANSP ANALYST II	1.750	1.750	
083520338	ASST ENGINEER	1.000	0.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
083524517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
083524957	OFFICE ASSISTANT II	1.000	1.000	
	TOTAL FOR LOC/DIV 08352 - TRANSPORTATION:	**4.750**	**3.750**	**1.000**
Div/Loc: 08354 - CTSA				
083541401	COMMUNITY RELATIONS ANALYST	0.500	0.000	.500
08354B422	COMMUNITY RELATIONS ANALYST	0.000	0.500	(.500)
	TOTAL FOR LOC/DIV 08354 - CTSA:	**0.500**	**0.500**	
	TOTAL FOR DEPARTMENT 83 - PUBLIC WORKS:	**109.750**	**102.912**	**6.837**
Department: 84	**ENVIRONMENTAL UTILITIES**			
Div/Loc: 08400 - ENV UTIL - ADMINISTRATION				
084000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
084001548	DATA MANAGEMENT SPECIALIST II	1.000	0.000	1.000
084001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
084001684	ENVIRONMENTAL UTIL. DIRECTOR	1.000	1.000	
084002548	EU BUSINESS ADMINISTRATOR	1.000	1.000	
084002547	EU RATE ANALYST II	3.000	1.000	2.000
084003451	GOVERNMENT RELATIONS ADMISTRAT	1.000	1.000	
084004517	MARKETING & COMMUNIC ANLYST II	1.000	0.000	1.000
084006500	SAFETY COORDINATOR	1.000	0.000	1.000
08400B481	MARKETING & COMMUNIC ANLYST I	0.000	1.000	(1.000)
08400B848	EU RATE ANALYST I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08400 - ENV UTIL - ADMINISTRATION:	**11.000**	**8.000**	**3.000**
Div/Loc: 08405 - ENV UTIL-ENGINEERING				
084050084	ADMINISTRATIVE TECHNICIAN	1.000	1.000	
084050411	ASSISTANT EU DIRECTOR	1.000	1.000	
084050338	ASST ENGINEER	2.000	1.000	1.000
084051548	DATA MANAGEMENT SPECIALIST II	1.000	0.000	1.000
084051672	DEVELOPMENT TECHNICIAN II	1.000	1.000	
084051350	ENGINEERING TECHNICIAN II	1.000	0.000	1.000
084053412	GIS ANALYST II	3.000	0.000	3.000
084054957	OFFICE ASSISTANT II	1.000	1.000	
084055533	PREVENTATIVE MAINTENANCE COORD	1.000	1.000	
084055514	PRINCIPAL ENGINEER	1.000	1.000	
084056500	SAFETY COORDINATOR	1.000	1.000	
084057161	SENIOR GIS ANALYST	1.000	1.000	
084057142	SR ENGINEER	2.000	1.000	1.000
084053410	GIS ANALYST I	0.000	1.000	(1.000)
08405B440	ENGINEERING TECHNICIAN I	0.000	1.000	(1.000)
08405B455	GIS ANALYST II	0.000	1.000	(1.000)
08405B826	SR ENGINEER	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08405 - ENV UTIL-ENGINEERING:	**17.000**	**14.000**	**3.000**
Div/Loc: 08410 - SOLID WASTE - ADMINISTRATION				
084103335	FINANCE CLERK II	2.000	0.000	2.000
084104957	OFFICE ASSISTANT II	1.000	0.000	1.000
084106244	REFUSE & STORMWATER MANAGER	1.000	1.000	
084106231	REFUSE SUPERINTENDENT	1.000	1.000	
084107324	SOLID WASTE BILLING TECHNICIAN	1.000	1.000	
084101279	SR SOLID WASTE BILLING TECH	1.000	1.000	
084103334	FINANCE CLERK I	0.000	1.000	(1.000)

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
08410B445	FINANCE CLERK I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08410 - SOLID WASTE - ADMINISTRATION:		**7.000**	**6.000**	**1.000**
Div/Loc: 08411 - RESIDENTIAL SOLID WASTE PICKUP				
084116235	REFUSE SUPERVISOR	1.000	1.000	
084116304	REFUSE TRUCK DRIVER II	12.000	10.000	2.000
084117129	SR REFUSE TRUCK DRIVER	2.000	2.000	
08411B505	REFUSE TRUCK DRIVER I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08411 - RESIDENTIAL SOLID WASTE PICKUP:		**15.000**	**15.000**	
Div/Loc: 08412 - COMMERCIAL SOLID WASTE PICKUP				
084126235	REFUSE SUPERVISOR	1.000	1.000	
084126304	REFUSE TRUCK DRIVER II	15.000	7.000	8.000
084127129	SR REFUSE TRUCK DRIVER	2.000	2.000	
08412B505	REFUSE TRUCK DRIVER I	0.000	7.000	(7.000)
08412B506	REFUSE TRUCK DRIVER II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08412 - COMMERCIAL SOLID WASTE PICKUP:		**18.000**	**18.000**	
Div/Loc: 08413 - SOLID WASTE MAINTENANCE				
084136226	REFUSE MAINT. WORKER II	4.000	2.000	2.000
084137129	SR REFUSE TRUCK DRIVER	1.000	1.000	
08413B503	REFUSE MAINT. WORKER I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08413 - SOLID WASTE MAINTENANCE:		**5.000**	**5.000**	
Div/Loc: 08415 - RECYCLING				
084156304	REFUSE TRUCK DRIVER II	3.000	2.000	1.000
08415B505	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08415 - RECYCLING:		**3.000**	**3.000**	
Div/Loc: 08416 - GREEN WASTE PROGRAM				
084166304	REFUSE TRUCK DRIVER II	4.000	4.000	
084167129	SR REFUSE TRUCK DRIVER	1.000	0.000	1.000
TOTAL FOR LOC/DIV 08416 - GREEN WASTE PROGRAM:		**5.000**	**4.000**	**1.000**
Div/Loc: 08419 - ORGANIC WASTE PROGRAM				
084196150	RECYCLING & ORGANICS COORDNTR	1.000	1.000	
084196304	REFUSE TRUCK DRIVER II	1.000	1.000	
TOTAL FOR LOC/DIV 08419 - ORGANIC WASTE PROGRAM:		**2.000**	**2.000**	
Div/Loc: 08420 - WASTEWATER - ADMINISTRATION				
084205514	PRINCIPAL ENGINEER	1.000	1.000	
084207142	SR ENGINEER	1.000	1.000	
084209045	WSTWTR UTILITY MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08420 - WASTEWATER - ADMINISTRATION:		**3.000**	**3.000**	
Div/Loc: 08421 - WATER TREATMENT/STORAGE				
084219175	WATER TRMT PLT CHIEF OPERATOR	1.000	1.000	
084219232	WATER TRMT PLT OPR GD I 8HR	1.000	0.000	1.000
084219230	WATER TRMT PLT OPR GRD III 24	4.000	4.000	
08421B537	WATER TRMT PLT OPR GD II 8HR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08421 - WATER TREATMENT/STORAGE:		**6.000**	**6.000**	
Div/Loc: 08422 - DRY CREEK WWTP				
084224957	OFFICE ASSISTANT II	1.000	1.000	
084229000	WSTWTR TRMT PLT OPR GD I	1.000	0.000	1.000
084229010	WSTWTR TRMT PLT OPR GD II	1.000	2.000	(1.000)

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
084229020	WSTWTR TRMT PLT OPR GD III 24H	4.000	3.000	1.000
084229030	WSTWTR TRMT PLT OPR IV	1.000	1.000	
08422B543	WSTWTR TRMT PLT OPR GD III 24H	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08422 - DRY CREEK WWTP:	**8.000**	**8.000**	
Div/Loc: 08424 - ENVIRONMENTAL UTIL-MAINTENANCE				
084242378	ELECTRONIC MAINT COORDINATOR	1.000	1.000	
084242385	ELECTRONICS TECHNICIAN II	4.000	4.000	
084244520	MATERIALS TECHNICIAN	1.000	1.000	
084245319	PLANT & EQUIPMENT MAINT WOR II	2.000	1.000	1.000
084245328	PLANT & EQUIPMENT MECHANIC II	6.000	4.000	2.000
084245402	PREDICTIVE MAINTENANCE TECH II	1.000	1.000	
084245519	PREVENTATIVE MAINT SUPERVISOR	1.000	1.000	
084245502	PREVENTATIVE MAINT TECH II	3.000	1.000	2.000
084245533	PREVENTATIVE MAINTENANCE COORD	2.000	1.000	1.000
084247020	SCADA SYSTEM TECHNICIAN	2.000	1.000	1.000
084247205	SR PLANT & EQUIPMENT MECHANIC	1.000	1.000	
084247284	SR PREVENTATIVE MAINT TECH	2.000	2.000	
084245327	PLANT & EQUIPMENT MECHANIC I	0.000	1.000	(1.000)
08424B220	PLANT & EQUIPMENT MAINT WORK I	0.000	1.000	(1.000)
08424B221	PLANT & EQUIPMENT MECHANIC I	0.000	1.000	(1.000)
08424B226	PREVENTATIVE MAINT TECH II	0.000	1.000	(1.000)
08424B227	PREVENTATIVE MAINT COORD	0.000	1.000	(1.000)
08424B235	SCADA SYSTEM TECHNICIAN	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08424 - ENVIRONMENTAL UTIL-MAINTENANCE:	**26.000**	**25.000**	**1.000**
Div/Loc: 08425 - INDUSTRIAL TREATMENT				
084253604	INDUSTRIAL WASTE SPECIALIST	1.000	0.000	1.000
084253610	INDUSTRIAL WASTE TECHNICIAN	1.000	1.000	
	TOTAL FOR LOC/DIV 08425 - INDUSTRIAL TREATMENT:	**2.000**	**1.000**	**1.000**
Div/Loc: 08426 - ENVIRONMENTAL TREATMENT LAB				
084261548	DATA MANAGEMENT SPECIALIST II	1.000	1.000	
084262541	EU COMPLIANCE ADMINISTRATOR	1.000	1.000	
084264020	LABORATORY TECHNICIAN II	4.000	3.000	1.000
084269101	WATER QUALITY LAB SUPERVISOR	1.000	0.000	1.000
08426B473	LABORATORY TECHNICIAN I	0.000	1.000	(1.000)
08426B837	WATER QUALITY LAB SUPERVISOR	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08426 - ENVIRONMENTAL TREATMENT LAB:	**7.000**	**7.000**	
Div/Loc: 08427 - PLEASANT GROVE WWTP				
084274957	OFFICE ASSISTANT II	1.000	1.000	
084279040	WSTWTR TRMT PLT CHIEF OPERATOR	1.000	1.000	
084279025	WSTWTR TRMT PLT OPR GD III	4.000	3.000	1.000
	TOTAL FOR LOC/DIV 08427 - PLEASANT GROVE WWTP:	**6.000**	**5.000**	**1.000**
Div/Loc: 08430 - WATER - ADMINISTRATION				
084309541	DEPT GOVERNMT RELATIONS ADMSTR	1.000	0.000	1.000
084305514	PRINCIPAL ENGINEER	1.000	0.000	1.000
084305615	PUB AFFAIRS&COMMUNICATN ADMNST	1.000	0.000	1.000
084309244	WATER UTILITY MANAGER	1.000	0.000	1.000
	TOTAL FOR LOC/DIV 08430 - WATER - ADMINISTRATION:	**4.000**	**0.000**	**4.000**
Div/Loc: 08431 - WATER DISTRIBUTION				
084314957	OFFICE ASSISTANT II	3.000	2.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
084317204	SR WATER DISTRIBUTION WORKER	4.000	4.000	
084319084	WATER DISTRIBUTION SUPERVISOR	2.000	2.000	
084319085	WATER DISTRIBUTION SUPT	1.000	1.000	
084319248	WATER DISTRIBUTION WORKER II	22.000	15.000	7.000
084310084	ADMINISTRATIVE TECHNICIAN	0.000	0.775	(.775)
08431B252	WATER DISTRIBUTION WORKER I	0.000	3.000	(3.000)
08431B253	WATER DISTRIBUTION WORKER II	0.000	4.000	(4.000)
08431B490	OFFICE ASSISTANT II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08431 - WATER DISTRIBUTION:	**32.000**	**32.775**	**(.775)**
Div/Loc: 08432 - WASTEWATER COLLECTION				
084320084	ADMINISTRATIVE TECHNICIAN	1.000	1.000	
084323610	INDUSTRIAL WASTE TECHNICIAN	1.000	0.000	1.000
084324957	OFFICE ASSISTANT II	1.000	0.000	1.000
084327202	SR WSTWTR UTILITY MAINT WKR	4.000	4.000	
084328980	WSTWTR COLLECTION SUPT	1.000	1.000	
084328978	WSTWTR COLLECTION SUPV	1.000	0.000	1.000
084329029	WSTWTR UTILITY MAINT WKR II	22.000	15.000	7.000
08432B254	WSTWTR UTILITY MAINT WKR I	0.000	5.000	(5.000)
08432B255	WSTWTR UTILITY MAINT WKR II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08432 - WASTEWATER COLLECTION:	**31.000**	**27.000**	**4.000**
Div/Loc: 08433 - WATER EFFICIENCY				
084330084	ADMIN TECHNICIAN	1.000	0.000	1.000
084334957	OFFICE ASSISTANT II	1.750	1.750	
084339047	WATER CONSERVATION ADMINSTR	1.000	1.000	
084339078	WATER CONSERVATION SPECIALIST	1.000	1.000	
084339051	WATER CONSERVATION WORKER II	4.000	4.000	
	TOTAL FOR LOC/DIV 08433 - WATER EFFICIENCY:	**8.750**	**7.750**	**1.000**
Div/Loc: 08441 - RECYCLED WATER				
084417162	SR ENGINEERING TECHNICIAN	1.000	0.000	1.000
	TOTAL FOR LOC/DIV 08441 - RECYCLED WATER:	**1.000**	**0.000**	**1.000**
Div/Loc: 08450 - STORM WATER MANAGEMENT PROGRAM				
084501350	ENGINEERING TECHNICIAN II	1.000	1.000	
084502544	ENVIRONMENTAL COMPL SPEC II	2.000	1.000	1.000
084507142	SR ENGINEER	1.000	1.000	
	TOTAL FOR LOC/DIV 08450 - STORM WATER MANAGEMENT PROGRAM:	**4.000**	**3.000**	**1.000**
Div/Loc: 08527 - UTILITY EXPLORATION CENTER				
085273732	INTERPRETIVE SRVCS SPECIAL II	1.000	1.000	
085273740	INTERPRETIVE SRVCS SUPERVISOR	1.000	1.000	
085274517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
085273733	SR INTERPRETIVE SRVCS SPECIAL	1.000	1.000	
	TOTAL FOR LOC/DIV 08527 - UTILITY EXPLORATION CENTER:	**4.000**	**4.000**	
	TOTAL FOR DEPARTMENT 84 - ENVIRONMENTAL UTILITIES:	**225.750**	**204.525**	**21.225**
Department: 86	**ROSEVILLE ELECTRIC**			
Div/Loc: 08600 - ELECTRIC - ADMINISTRATION				
086000084	ADMIN TECHNICIAN	2.000	2.000	
086000050	ADMINISTRATIVE ANALYST II	1.000	1.000	
086000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
086001505	AMI PROJECT MANAGER	1.000	0.000	1.000

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
086000395	ASSISTANT ELECTRIC UTILITY DIR	1.000	1.000	
086001548	DATA MANAGEMENT SPECIALIST II	2.000	0.875	1.125
086009541	DEPT GOVERNMT RELATIONS ADMSTR	1.000	0.000	1.000
086001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
086001312	ELECTRIC BUSINESS ANALYST II	4.000	3.000	1.000
086002335	ELECTRIC COMPLIANCE ANALYST	2.000	1.000	1.000
086002358	ELECTRIC TECHNOLOGY SYST SUPV	1.000	1.000	
086002359	ELECTRIC TECHNOLOGY SYSTS TECH	3.000	2.000	1.000
086002320	ELECTRIC UTILITY DIRECTOR	1.000	1.000	
086002215	ELECTRIC UTILITY FIN ADMNSTR	1.000	0.000	1.000
086004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
086007128	SR ELECTRIC BUSINESS ANALYST	2.000	2.000	
086002216	ELECTRIC RISK AND COMP SUPV	0.000	1.000	(1.000)
08600B212	ELECTRIC TECHNOLOGY SYST TECH	0.000	1.000	(1.000)
08600B739	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
08600B955	ELECTRIC UTILITY FIN ADMNSTR	0.000	1.000	(1.000)
08600B957	AMI PROJECT MANAGER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08600 - ELECTRIC - ADMINISTRATION:		**25.000**	**22.875**	**2.125**
Div/Loc: 08611 - ELECTRIC ENGINEERING				
086110084	ADMIN TECHNICIAN	1.000	0.000	1.000
086110395	ASSISTANT ELECTRIC UTILITY DIR	1.000	0.000	1.000
086112330	ELECTRIC DRAFTING TECH II	2.000	1.000	1.000
086112345	ELECTRIC ENGINEERING TECH II	5.000	2.000	3.000
086112284	ELECTRIC ENGINEERING TECH SUPV	1.000	1.000	
086113412	GIS ANALYST II	1.000	0.000	1.000
086114957	OFFICE ASSISTANT II	2.000	1.000	1.000
086115596	POWER ENGINEER II	4.000	2.000	2.000
086115505	POWER ENGINEERING MANAGER	1.000	0.800	.200
086117151	SR POWER ENGINEER	2.000	2.000	
086112340	ELECTRIC ENGINEERING TECH I	0.000	2.000	(2.000)
08611B203	ELECTRIC ENGINEERING TECH I	0.000	1.000	(1.000)
08611B228	PWR ENGINEER I	0.000	1.000	(1.000)
08611B455	GIS ANALYST II	0.000	1.000	(1.000)
08611B490	OFFICE ASSISTANT II	0.000	1.000	(1.000)
08611B708	ASSISTANT ELECTRIC UTILITY DIR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08611 - ELECTRIC ENGINEERING:		**20.000**	**16.800**	**3.200**
Div/Loc: 08614 - ELECT CONST & MAINTENANCE				
086149250	ELEC UTILITY INSPECTION TECH	2.000	0.000	2.000
086140150	ELECTRIC APPRENTICE LINE TECH	0.000	1.000	(1.000)
086142285	ELECTRIC LINE TECH	15.000	7.000	8.000
086142286	ELECTRIC LINE TROUBLESHOOTER	3.000	3.000	
086142212	ELECTRIC MATERIALS TECH II	3.000	2.000	1.000
086142338	ELECTRIC OPERATIONS MANAGER	1.000	1.000	
086142339	ELECTRIC OPERATIONS SUPERVISOR	2.000	2.000	
086142254	ELECTRIC PREV DATA SYSTEM TECH	2.000	1.000	1.000
086142352	ELECTRIC SAFETY COORDINATOR	1.000	1.000	
086142319	ELECTRIC SUBSTATION SUPERVISOR	1.000	1.000	
086142350	ELECTRIC SYSTEM DISPATCHER	3.000	3.000	
086142360	ELECTRIC UTILITY TECHNICIAN I	0.000	2.000	(2.000)
086142362	ELECTRIC UTILITY TECHNICIAN II	17.000	9.000	8.000
086144957	OFFICE ASSISTANT II	1.000	1.000	
086147118	SR ELECTRIC LINE TECHNICIAN	5.000	5.000	
086147169	SR ELECTRIC MATERIALS TECH	1.000	1.000	

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
086147124	SR ELECTRIC METERING TECH	1.000	1.000	
086147126	SR ELECTRIC SUBSTATION TECH	3.000	3.000	
086147168	SR ELECTRIC SYSTEM DISPATCHER	1.000	1.000	
08614B200	ELECTRIC APPRENTICE LINE TECH	0.000	3.000	(3.000)
08614B205	ELECTRIC LINE TECH	0.000	1.000	(1.000)
08614B208	ELECTRIC MATERIALS TECH II	0.000	1.000	(1.000)
08614B213	ELECTRIC UTILITY TECHNICIAN I	0.000	1.000	(1.000)
08614B214	ELECTRIC UTILITY TECHNICIAN II	0.000	3.000	(3.000)
08614B256	ELEC UTIL INSPECTION TECH	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08614 - ELECT CONST & MAINTENANCE:		**62.000**	**56.000**	**6.000**
Div/Loc: 08616 - ELECTRIC POWER PLANT				
086162212	ELECTRIC MATERIALS TECH II	1.000	0.000	1.000
086163608	INSTRUMENT & CONTROL TECH	3.000	2.000	1.000
086164957	OFFICE ASSISTANT II	1.000	0.000	1.000
086165600	POWER GENERATION SUPERINTENDEN	1.000	1.000	
086165591	POWER PLANT ENGINEER II	1.000	0.000	1.000
086165530	POWER PLANT OPS & MAINT SUPVS	2.000	2.000	
086165526	PWR PLNT MECHANIC	3.000	1.000	2.000
086165523	PWR PLNT OPERATOR/TECH II	8.000	7.000	1.000
086165555	SR POWER PLANT ENGINEER	1.000	1.000	
086167152	SR POWER PLANT OPERATOR/TECH	4.000	4.000	
08616B207	ELECTRIC MATERIALS TECH I	0.000	1.000	(1.000)
08616B217	INSTRUMENT & CONTROL TECH	0.000	1.000	(1.000)
08616B232	POWER PLANT MECHANIC	0.000	1.000	(1.000)
08616B233	POWER PLANT OPERATOR TECH I	0.000	1.000	(1.000)
08616B490	OFFICE ASSISTANT II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08616 - ELECTRIC POWER PLANT:		**25.000**	**23.000**	**2.000**
Div/Loc: 08621 - POWER SUPPLY				
086210084	ADMIN TECHNICIAN	1.000	0.000	1.000
086210395	ASSISTANT ELECTRIC UTILITY DIR	1.000	1.000	
086211312	ELECTRIC BUSINESS ANALYST II	1.000	1.000	
086212316	ELECTRIC RESOURCES ANALYST II	5.000	2.000	3.000
086212216	ELECTRIC RISK AND COMP SUPV	1.000	0.000	1.000
086215535	POWER SUPPLY & PORTFOLIO ADMST	1.000	0.000	1.000
08621B738	ELECTRIC BUSINESS ANALYST I	0.000	1.000	(1.000)
08621B739	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
08621B804	POWER SUPPLY & PORTFOLIO ADMST	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08621 - POWER SUPPLY:		**10.000**	**7.000**	**3.000**
Div/Loc: 08623 - RETAIL SRVCS-PUBLIC BENEFITS				
086231312	ELECTRIC BUSINESS ANALYST II	1.000	0.000	1.000
086236285	ELECTRIC CUSTOMR PROGRAMS SUPV	1.000	1.000	
086232466	ENERGY PROGRAM TECHNICIAN	4.000	4.000	
086232501	ENERGY SERVICES ACCOUNT REP II	2.000	0.000	2.000
086234957	OFFICE ASSISTANT II	1.000	0.000	1.000
086237163	SR ENERGY SERVICES ACCOUNT REP	2.000	2.000	
086232500	ENERGY SERVICES ACCOUNT REP I	0.000	1.000	(1.000)
08623B490	OFFICE ASSISTANT II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08623 - RETAIL SRVCS-PUBLIC BENEFITS:		**11.000**	**9.000**	**2.000**
TOTAL FOR DEPARTMENT 86 - ROSEVILLE ELECTRIC:		**153.000**	**134.675**	**18.325**

Department: 88 DEVELOPMENT SERVICES

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 08200 - PLANNING				
082000900	ASSOC PLANNER	6.000	1.906	4.093
082005309	PLANNING MANAGER	1.000	1.000	
082007180	SR PLANNER	2.000	1.000	1.000
08200B405	ASSOC PLANNER	0.000	2.000	(2.000)
08200B407	ASST PLANNER	0.000	2.000	(2.000)
	TOTAL FOR LOC/DIV 08200 - PLANNING:	**9.000**	**7.906**	**1.093**
Div/Loc: 08800 - DEV SVCS- ADMINISTRATION				
088000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
088001676	DEVELOPMENT SERVICES DIRECTOR	1.000	1.000	
	TOTAL FOR LOC/DIV 08800 - DEV SVCS- ADMINISTRATION:	**2.000**	**2.000**	
Div/Loc: 08801 - DEV SVCS- PERMIT CENTER				
088010050	ADMINISTRATIVE ANALYST II	1.000	1.000	
088011282	DEVELOPMENT SERVICES ANALYST	1.000	1.000	
088011695	DEVELOPMENT SERVICES MANAGER	1.000	0.000	1.000
088011280	DEVELOPMENT SVCS ADMINISTRATOR	1.000	1.000	
088013412	GIS ANALYST II	1.000	0.000	1.000
088012214	GIS TECHNICIAN II	1.000	0.000	1.000
088014957	OFFICE ASSISTANT II	3.000	1.000	2.000
088011501	PERMITS SUPERVISOR	1.000	0.000	1.000
088011281	SR DEVELOPMENT SERVICES ANALYS	1.000	1.000	
088013410	GIS ANALYST I	0.000	1.000	(1.000)
08801B489	OFFICE ASSISTANT I	0.000	1.000	(1.000)
08801B953	GIS TECHNICIAN I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08801 - DEV SVCS- PERMIT CENTER:	**11.000**	**8.000**	**3.000**
Div/Loc: 08810 - DEV SVCS- BUILDING INSPECTION				
088101017	BLDG INSPECTION SUPERVISOR	1.000	1.000	
088101019	BLDG INSPECTOR II	4.000	3.000	1.000
088101043	BLDG OFFICIAL	1.000	2.000	(1.000)
088101047	BLDG PLANS EXAMINER II	4.000	1.000	3.000
088101368	CODE ENFORCEMENT SUPERVISOR	1.000	0.000	1.000
088101672	DEVELOPMENT TECHNICIAN II	2.000	1.000	1.000
088105245	PERMIT ANALYST	1.000	0.000	1.000
088105279	PERMIT TECHNICIAN II	4.000	0.000	4.000
088107117	SR BUILDING INSPECTOR	1.000	0.000	1.000
088107195	SR BUILDING PLANS EXAMINER	1.000	1.000	
088101502	SR PERMITS TECHNICIAN	1.000	0.000	1.000
088101501	PERMITS SUPERVISOR	0.000	1.000	(1.000)
088105277	PERMIT TECHNICIAN I	0.000	2.000	(2.000)
08810B408	BLDG INSPECTOR I	0.000	1.000	(1.000)
08810B412	BLDG PLANS EXAMINER I	0.000	2.000	(2.000)
08810B434	DEVELOPMENT TECHNICIAN I	0.000	1.000	(1.000)
08810B494	PERMIT TECHNICIAN I	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08810 - DEV SVCS- BUILDING INSPECTION:	**21.000**	**17.000**	**4.000**
Div/Loc: 08815 - DEV SVCS- CODE ENFORCEMENT				
088151019	BLDG INSPECTOR II	2.000	1.000	1.000
088151369	CODE ENFORCEMENT INSPECTOR II	2.000	1.000	1.000
088151368	CODE ENFORCEMENT SUPERVISOR	0.000	1.000	(1.000)
08815B555	CODE ENFORCEMENT INSPECTOR II	0.000	1.000	(1.000)
	TOTAL FOR LOC/DIV 08815 - DEV SVCS- CODE ENFORCEMENT:	**4.000**	**4.000**	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 08820 - DEV SVCS- ENGINEERING				
088200820	ASSOC ENGINEER	2.000	2.000	
088200338	ASST ENGINEER	3.000	2.000	1.000
088201248	CONSTRUCTION INSPECTION SUPV	1.000	1.000	
088201434	CONSTRUCTION INSPECTOR II	5.000	2.000	3.000
088201277	ENGINEERING MANAGER	1.000	1.000	
088201350	ENGINEERING TECHNICIAN II	1.000	1.000	
088203326	FINANCE TECHNICIAN II	1.000	1.000	
088205514	PRINCIPAL ENGINEER	1.000	0.000	1.000
088207121	SR CONSTRUCTION INSPECTOR	3.000	2.000	1.000
088207142	SR ENGINEER	4.000	4.000	
088201432	CONSTRUCTION INSPECTOR I	0.000	1.000	(1.000)
08820B425	CONSTRUCTION INSPECTOR II	0.000	3.000	(3.000)
	TOTAL FOR LOC/DIV 08820 - DEV SVCS- ENGINEERING:	**22.000**	**20.000**	**2.000**
	TOTAL FOR DEPARTMENT 88 - DEVELOPMENT SERVICES:	**69.000**	**58.906**	**10.093**
	Grand Totals:	**1,162.725**	**1,061.393**	**101.331**

COUNCIL COMMUNICATION

CC #: 9722
File #: 0103 & 0103-41-02 & 0103-04-02 & 0103-05-02 & 0103-06-02 & 0103-13-02

Title:	Boards and Commissions Bi-Annual Vacancies
Contact:	Kelly Aye 916-774-5264 kaye@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint four (4) individuals to the Board of Appeals with terms expiring December 31, 2022 from the applications received from: Joseph Bales, Basil Deem, Ivann Edmund Greene, Tammy Ingram, Arthur J. Pauly, Andrea Seminer, Kulvinder Singh, and Bema Yeo.

Appoint three (3) individuals to the Library Board with terms expiring December 31, 2022 from the applications received from: Stephanie Brown, Maria Fisk, Barbara Mortkowitz, Andrea Seminer, and Patricia Wick.

Appoint three (3) individuals to the Parks and Recreation Commission with terms expiring December 31, 2022 from the applications received from: Stephanie Brown, Christopher Cheshire, Linda Cunningham, Basil Deem, Eric Eisenhammer, Cynthia Perez-Whitecotton, Andrae Randolph, John Raniseski, Ryan Schrader, Nicholas Shepard, Regina Souchek, Roy Stearns, and Herman Williams.

Appoint two (2) individuals to the Personnel Board with terms expiring December 31, 2022 from the applications received from: Scott Olsen, Jeffrey Thorne, Bema Yeo.

Appoint two (2) individuals to the Transportation Commission with terms expiring December 31, 2022 from the applications received from: Joseph Bales, Christopher Cheshire, Doyle Radford Jr., John Raniseski, and Jeff Short.

BACKGROUND

Appointments to the Board of Appeals, Library Board, Parks and Recreation Commission, Personnel Board, and Transportation Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in October and November 2018, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statements of Economic Interest (Form 700) for potential conflicts of interest. The application, video interviews, and attorney review are compiled and provided to the City Council for consideration. Appointments for the Senior Commission will be held in February

of 2019.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

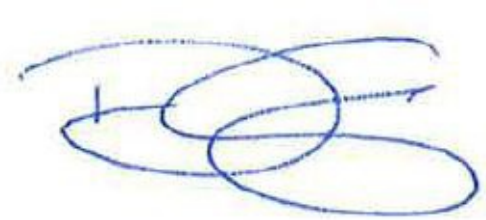
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines §15061(b)(3)). The appointment of members to boards and commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kelly Aye, Deputy City Clerk

Sonia Orozco, City Clerk



_____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 9724
File #: 0206-10-01

Title:	Downtown Roseville Property and Business Improvement District Renewal
Contact:	Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

A. Open a public hearing and receive public testimony;

B. Close the public hearing and direct the City Clerk to tabulate the Downtown Roseville Property and Business Improvement District assessment ballots*; and*

C. If there is no majority protest, adopt a Resolution Renewing the Downtown Roseville Property and Business Improvement District (DRPBID), Approving the Assessment Formula and Levying the Assessments; or

D. If there is a majority protest, make a motion that since a weighted majority of the property owners within the DRPBID have not approved renewal of the DRPBID, the DRPBID shall not be renewed.

BACKGROUND

On July 16, 2014, the City Council approved the formation of the Downtown Roseville Property and Business Improvement District (DRPBID) for a term of five years (commencing January 1, 2015 and terminating December 31, 2019), with the overarching goal of facilitating improvements and activities that would provide a special benefit to assessed parcels. Due to the time and outreach efforts associated with the renewal process, the Downtown Roseville Partnership (DRP), which oversees and manages the district, has decided to pursue renewal of the DRPBID at this time.

Consistent with the district renewal process, on November 7, 2018, the City Council adopted a Resolution of Intention setting a public hearing date for the renewal of the DRPBID for January 9, 2019, and directed the City Clerk to mail (or cause to be mailed) a notice and ballot to all property owners identified as a part of the DRPBID. In addition, the City Council authorized the City Manager to sign the City of Roseville's ballots in support of the district renewal.

Pursuant to state law, the Property and Business Improvement District Law of 1994, the formation of the DRPBID requires the preparation of a Management District Plan, the submission of property owner petitions demonstrating support of the district and a Proposition 218 ballot process. The proposed Management District Plan is provided as Attachment 1 and includes the assessment rates, boundaries, and proposed services (i.e. beautification, added maintence/landscaping, LLD service management, security and marketing). The previously submitted Management District Plan dated August 16, 2018, did not include a budgetary provision to allow the County of Placer and City of Roseville to retain a collection fee. Pursuant to the Streets and Highways Code section 36624, the City Council may adopt the revised Management District Plan dated December 12, 2018 to include a collection fee of one percent (1%) to be retained by the County of Placer and a collection fee of two percent (2%) to be retained by the City of Roseville under Section V of the Administration category.

Additionally, the required petitions demonstrating support of the district were collected as of September 11, 2018, and the mandatory 45 day period to cast ballots will end at the conclusion of the public hearing scheduled for January 9, 2019.

EVALUATION

The establishment of Property and Business Improvement Districts is an approach that has been used successfully in other cities throughout the country to provide special benefits to property owners through increased sales, attraction of new tenants and increased occupancies. If renewed, the District would generate approximately $222,931.33 on an annual basis for services that will benefit the district. It should be noted that with the renewal of the Plan, minor changes are proposed compared to the original terms, as outlined below.

DRPBID Boundary - One parcel is proposed for removal from the DRPBID, located at 160 Folsom Road ("Joy Land" parking lot). This parcel was removed after deliberation by the steering committee regarding its location at the perimeter of the DRPBID boundary and taking into consideration that the developed portion of the site is located outside the district. In addition, consistent with the current policy of exempting public parking garages, the parcels located at 200 Oak Street and 103 1/2 Lincoln Street will no longer be assessed because they are now developed with the newly constructed parking garage.

DRPBID Term – The renewed DRPBID will have a ten year life (compared to the initial five year term) beginning January 1, 2020, and ending December 31, 2029. The proposed term is consistent with the maximum allowed by state law.

DRPBID Service Categories - The service categories allowable by the budget have changed. Originally the total budget for the year was divided into the following five categories and percentages:

- Maintenance, Landscaping & Beautification (38%)
- Security (22%)
- Marketing (20%)
- Advocacy & Administration (15%) and
- Contingency & Renewal (5%)

The new service categories and percentages are as follows:

- Clean & Safe (26%) -- a category that covers the previous "Maintenance, Landscaping & Beautification" as well as "Security" with a clearer picture for what the DRP wants to achieve

- Marketing & Events (30%)
- Administration (21%)
- Improvements (18%) to allow for small capital improvements and signage
- Contingency/Reserve (5%)

District Formation Process

The first two steps required for the DRPBID renewal have occurred and tonight's action will be the final step in the district formation process.

Resolution of Intention Hearing (November 7, 2018)
Upon the submission of written petitions, signed by the property owners in the district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council initiated proceedings to renew the district by the adoption of a resolution expressing its intention to renew a district. As of September 11, 2018, petitions in favor of DRPBID renewal were submitted by more than 50% of the total DRPBID assessment. This majority petition allowed the Council to initiate proceedings for DRPBID renewal at the November 7, 2018 meeting.

Notice & Proposition 218 Ballots (November 9, 2018)
The Property and Business Improvement District Law of 1994 and Proposition 218 required the City mail or cause to be mailed written notice and assessment ballots to the owners of all property proposed to be assessed within the DRPBID. Mailing the notice and assessment ballot began the mandatory forty-five (45) day period in which owners could cast ballots.

Final Public Hearing (January 9, 2019)
At this meeting, the City Council will open a public hearing and receive public testimony. At the end of testimony, the City Council will close the public hearing and direct tabulation of assessment ballots submitted and not withdrawn to determine whether there is a majority protest against the assessment. A majority protest exists if the ballots in opposition to the proposed assessment exceed the ballots in support of the proposed assessment, weighted by the amount each owner will pay. If there is no majority protest, the City Council may adopt a resolution declaring the results of the majority protest proceedings and renewing the DRPBID. If established, the Plan will be managed by the DRP with oversight from the City Council. To accomplish that, a contract amendment to the City's existing District Management Agreement with DRP will be presented to the Council at a future date for consideration.

FISCAL IMPACT

There are twenty-six (26) assessed parcels within the renewed DRPBID that are owned by the City. The total annual assessment on these parcels is $67,025.72. As noted in the Plan, the assessment may be subject to an annual increase of up to three percent (3%). The current assessments are included in the fiscal year 2018/19 adopted budget and future annual assessments will be included in future proposed budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

The establishment of a PBID has been used successfully in other cities throughout the country to provide special benefits to property owners related to increased sales, attraction of

new tenants, increased occupancies, and increased property values. If renewed, the PBID would generate approximately $222,000 on an annual basis for improvements, marketing and events, clean and safe measures, and related administration that are above and beyond those provided by the City and other government agencies.

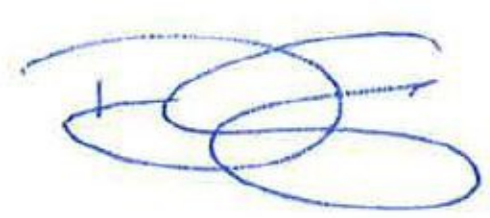
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines § 15061(b)(3)). The DRPBID renewal process does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Wayne Wiley, Economic Development Analyst

Laura Matteoli, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-02

Attachment 1 (Management District Plan)

RESOLUTION NO. 19-02

RENEWING THE DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, APPROVING THE ASSESSMENT FORMULA AND LEVYING THE ASSESSMENTS

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. authorizes cities to renew property and business improvement districts upon petition by a weighted majority of property owners within the proposed district and affirmative ballot; and

WHEREAS, a majority of the property owners subject to assessment, weighted according to the amount of assessment to be paid by each property owner, have petitioned the City Council to renew the proposed Downtown Roseville Property and Business Improvement District ("DRPBID"); and

WHEREAS, on November 7, 2018, the City Council adopted Resolution No. 18-450, which was the Resolution of Intention to renew the DRPBID; and

WHEREAS, on January 9, 2019, the City Council conducted a public hearing at 7:00 PM at the Council Chambers, 311 Vernon Street, Roseville, CA 95678, with respect to the renewal of the DRPBID; and

WHEREAS, all written and oral protests made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair and complete hearing was granted and held; and

WHEREAS, pursuant to California Constitution Article XIII D, ballots were mailed to property owners within the boundaries of the DRPBID, and, among those ballots returned to the City, a weighted majority of the property owners within the DRPBID have approved renewal of the DRPBID; and

WHEREAS, a detailed engineer's report prepared by a registered professional engineer certified by the State of California, Ross Peabody, in support of the DRPBID's assessments, has been prepared, is incorporated in the Management District Plan, and is on file with the Office of the City Clerk and is incorporated herein by this reference ("Engineer's Report").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE HEREBY RESOLVES:

1. The recitals set forth herein are true and correct.

2. The Downtown Roseville Property and Business Improvement District is hereby renewed and the annual assessment is hereby levied for each year of the entire term of the DRPBID. The initial annual assessment will total approximately $222,913.33.

3. The Management District Plan dated December 12, 2018 and the Engineer's Report are hereby approved.

4. The assessment shall be imposed on properties within the DRPBID. The boundaries of the DRPBID generally include parcels in the downtown area of the City of Roseville.

5. Assessment rates are as follows:

Initial Parcel Assessment Rates		
Parcel Type	Parcel Size (sq. ft.)	Parcel Frontage Along Vernon Street (ln. ft.)
Commercial	$0.133900	$8.75500
Private Tax-Exempt	$0.020085	$1.31325

6. The Assessment Roll for the Downtown Roseville Property and Business Improvement District, Roseville, State of California has been filed with the City Clerk, and is hereby approved.

7. The assessments shall be collected in accordance with Section 36631 of the Streets and Highways Code.

8. The assessment levied for the DRPBID shall be applied towards marketing & events, clean & safe, and improvements, including activities and improvements which constitute and convey a special benefit to assessed parcels.

9. Bonds shall not be issued.

10. Properties within the DRPBID are subject to any amendments to Part 7 (commencing with Section 36600) to Division 18 of the Streets and Highways Code.

11. The improvements and activities to be provided in the DRPBID will be funded by the levy of the assessments specified in the assessment roll. The revenue from the levy of such assessments shall not be used to provide improvements or activities outside the DRPBID or for any purpose other than the purposes specified in the Resolution of Intention and Management District Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the DRPBID boundaries to create a special benefit to the assessed parcels may be provided, but shall be limited to marketing or signage pointing to the DRPBID.

12. All property within the DRPBID will be benefited specially and directly by the improvements and activities funded by the assessments proposed to be levied.

13. The City Clerk is directed to take all necessary actions to complete the establishment of the DRPBID. The City Clerk is directed to record in the County Recorder's Office a notice and assessment diagram as required by Streets and Highways Code section 36627.

14. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phases hereof be declares invalid or unconstitutional.

15. This resolution shall take effect immediately.

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

2020-2029

DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN & ENGINEER'S REPORT

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

December 12, 2018

CONTENTS

I. Overview 1

II. Background 2

III. Accomplishments 3

IV. Boundaries 4

V. Service Plan & Budget 5

A. Improvements and Activities 5
B. Annual Budget 6
C. Service Budget 7
D. Annual Maximum Budget 7

VI. Governance 8

A. Owners' Association 8
B. Brown Act & Public Records Act Compliance 8
C. Annual Report 8

VII. Engineer's Report 9

Appendix 1 – Maximum Annual Assessment Rates 21

Appendix 2 – PBID Law 22

Appendix 3 – Parcel Assessment Calculations 34

Appendix 4 – Total Estimated Cost of Improvements and Activities 39

Appendix 5 – Map 40

Prepared by Civitas

www.civitasadvisors.com
(800)999-7781

I. OVERVIEW

Developed by a growing coalition of property owners, the renewed Downtown Roseville Property and Business Improvement District (DRPBID) is a benefit assessment district whose main goal is to continue to provide improvements and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. As required by state law, property owners have created this Management District Plan (Plan) to renew the DRPBID.

Location: The renewed DRPBID generally includes parcels in the downtown area of the City of Roseville, as shown on the map in Section IV.

Purpose: The purpose of the DRPBID is to provide activities and improvements which constitute and convey a special benefit to assessed parcels. The DRPBID will provide marketing and events, clean and safe, improvements, and related administration programs directly and only to assessed parcels within its boundaries.

Budget: The DRPBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be $222,913.33. The annual budget may be subject to an increase in assessment rates of no more than three percent (3%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at $241,847.55.

Cost: The assessment rate (cost to the parcel owner) is based on parcel size, parcel frontage along Vernon Street, and parcel type. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase of no more than three percent (3%) per year. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by free publicly owned parking garages will not be assessed.

Initial Parcel Assessment Rates		
Parcel Type	Parcel Size (sq. ft.)	Parcel Frontage Along Vernon Street (ln. ft.)
Commercial	$0.133900	$8.75500
Private Tax-Exempt	$0.020085	$1.31325

Renewal: DRPBID renewal requires submittal of petitions from property owners representing more than fifty percent (50%) of the total assessment. The "Right to Vote on Taxes Act" (also known as Proposition 218) requires a ballot vote in which more than fifty percent (50%) of the ballots received, weighted by assessment, be in support of the DRPBID.

Duration: The DRPBID will have a ten (10) year life, beginning January 1, 2020 through December 31, 2029. Near the end of the term, the petition, ballot, and City Council hearing process must be repeated for the DRPBID to again be renewed.

Management: The Downtown Roseville Partnership (the Partnership) will continue to serve as the Owners' Association for the DRPBID.

II. BACKGROUND

The International Downtown Association estimates that more than 1,500 Property and Business Improvement Districts (PBIDs) currently operate throughout the United States and Canada. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The DRPBID will be renewed pursuant to a state law that took effect in January of 1995. The "Property and Business Improvement District Law of 1994," which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the renewal process;
- Requires written support on both a petition and ballot from property owners paying fifty percent (50%) of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The "Property and Business Improvement District Law of 1994" is provided in Appendix 2 of this document.

III. ACCOMPLISHMENTS

Vision & Mission

The Downtown Roseville Partnership's vision is to be an action-oriented, collaborative organization that champions the creation of a vibrant and authentic downtown.

Its mission is to be proactive in promoting, marketing and providing services that attract businesses and visitors to the DRPBID. Additionally, their aim is to manage the DRPBID's business affairs in a transparent, fiscally responsible manner.

Accomplishments

From 2015-2019 the Partnership accomplished significant efforts within the DRPBID. These accomplishments are listed below:

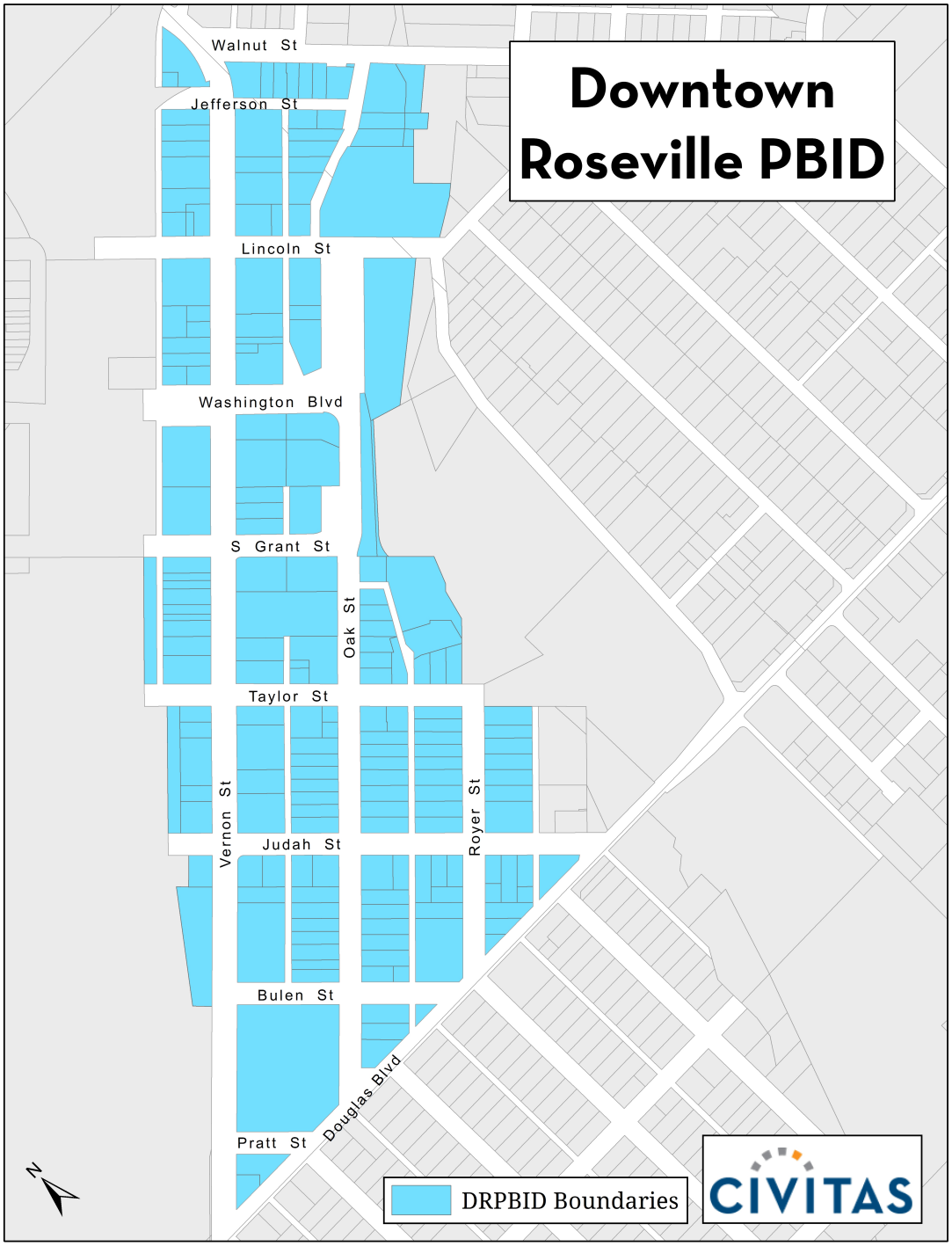
1. **Clean & Safe**
    - Placement of new solar-powered BigGulp trash compactors to promote cleanliness and a more environmentally friendly atmosphere.
    - Power washing of sidewalks, leaf pick-up and removal from parking bays, and leaf blowing to demonstrate pride in the Downtown.
    - Forged a partnership with Gathering Inn for the creation of a guide/day porter program to provide the DRPBID with eyes, ears, and boots on the ground.

2. **Marketing & Events**
    - Developed a new logo and website which features a business directory, community calendar, and arts and entertainment calendar.
    - Press coverage in publications like the Sacramento Bee, Comstock's Magazine, Press Tribune, Style and Roseville Magazine and radio interviews.
    - Increased social media presence to more than 8,000 followers with frequent updates of events and images, highlighting businesses and interacting with followers.
    - Successfully revived the popular event "Downtown Tuesday Nights".
    - Revised and updated the Arts & Entertainment map to reflect new and exciting attractions, encouraged greater media interest, and featured the Partnership in several publications.
    - Hosted two property owner mixers attended by the Mayor, City Manager and Police Chief.

3. **Improvements**
    - Year-round tree illumination along the main corridor of Vernon Street.
    - New street banners have been introduced throughout the DRPBID, including side streets such as Grant, Oak, and Lincoln.

IV. BOUNDARIES

The service area includes approximately 131 properties with 79 property owners. The DRPBID boundary is illustrated by the map below. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



V. SERVICE PLAN & BUDGET

A. Improvements and Activities

The DRPBID will provide supplemental improvements and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the DRPBID are provided by the City or other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. Each and every service is unique to the DRPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Marketing & Events

Marketing efforts will highlight the DRPBID as a unique destination in an effort to increase visitor activity and sales that directly benefit the assessed parcels. Marketing may include, but is not limited to: promotions and marketing of the DRPBID as a destination area, special events to attract visitors, the maintenance of a DRPBID brand package and website, promotional materials, visitor guides, maps, press releases and newsletters. It is the intent of this program to allow the public to view the DRPBID as a single destination with a rich collection of attractions, events and services.

2. Clean & Safe

The purpose of the clean and safe program is to create and maintain a clean, inviting, usable district for the special benefit of the assessed parcels. The distinct maintenance activities to be provided constitute and create special benefits to assessed parcels. The activities may include, but are not limited to:

- Pressure washing sidewalks adjacent to assessed properties on a regular basis
- Regular litter removal services, including garbage, debris, and leaves
- On-demand graffiti removal services

A safety program will be provided directly to the assessed parcels throughout the DRPBID. The goal of the program is to increase usability of assessed parcels and address issues which discourage property owners, tenants and customers from visiting assessed parcels, ultimately constituting and providing unique, special benefits to assessed parcels. The activities may include, but are not limited to:

- Provide directions and assistance to pedestrians in need throughout the DRPBID to assist them in accessing the assessed parcels
- Support crime prevention on assessed parcels by reporting issues to the Roseville Police Department
- Welcome visitors and employees to create a sense of place and serve as a deterrent to safety issues on assessed parcels
- Provide information to help reduce nuisance behaviors, occurring in the DRPBID area, which can deter tenants and customers on assessed parcels

3. Improvements

The improvements portion of the budget will be used to fund tangible items that will better the area of the DRPBID to help with promoting and improving the look and feel of the DRPBID. Improvements may include, but are not limited to: the addition of pole banners, wayfinding

signage, park benches, trash receptacles, bike racks, planters, public art and other similar initiatives.

4. Administration

The administration portion of the budget will be utilized for administrative costs associated with providing the services and fees associated with collection. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, advocacy, and other general office expenses.

The City of Roseville and the County of Placer will each be paid a fee to cover their costs of collecting and forwarding the assessment. The County of Placer shall retain a fee equal to one percent (1%) of the amount collected. The City of Roseville will retain a fee equal to no more than two percent (2%) of the amount collected. The total City and County collection costs will not exceed three percent (3%) of the amount collected.

5. Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Owners' Association Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the DRPBID.

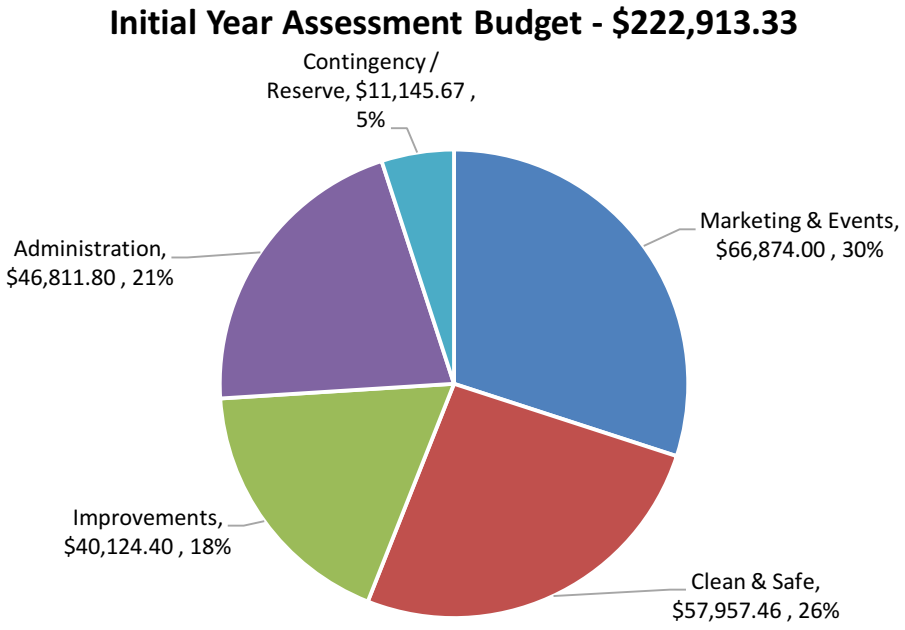
B. Annual Budget

A projected ten (10) year budget for the DRPBID is provided below. The overall budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the DRPBID. The annual budget is based on the following assumptions and guidelines:

1. The cost of providing improvements and activities may vary depending upon the market cost for those improvements and activities. Expenditures may require adjustment up or down to continue the intended level of improvements and activities. The Partnership Board shall annually have the ability to re-allocate up to fifteen percent (15%) of the budget allocation by line item within the budgeted categories. Any change will be approved by the Partnership Board and submitted with the Annual Report.
2. Funds not spent in any given year may be rolled over to the next year.
3. The assessment rate may be subject to annual increases that will not exceed three percent (3%) per year. Increases will be determined by the Partnership Board and will vary each year. The projections below illustrate the maximum annual three percent (3%) increase for all budget items.
4. Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the clean and safe budget includes the cost of staff time dedicated to overseeing and implementing the security program. Staff time dedicated purely to administrative tasks is allocated to the administration portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the DRPBID services will be determined by the Partnership Board on an as-needed basis.

C. Assessment Budget

The total improvement and activity budget for 2020 that is funded by property assessments is $222,913.33. In addition to the assessment revenue, the programs will be supplemented by non-assessment funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer's Report. The total of assessment and non-assessment funds is provided in Appendix 4. Below is an illustration of the estimated total budget allocations for each budget category for the ten (10) year life of the DRPBID. The allocation of the assessment funds is governed by Section D below. Non-assessment funds may be shifted between budget categories as needed by the Partnership Board.



D. Annual Maximum Budget

The budget below assumes the maximum annual increase of three percent (3%) is enacted and that there are no changes to the categorical budget allocations.

Year	Marketing & Events	Clean & Safe	Improvements	Administration	Contingency / Reserve	Total
2020	$66,874.00	$57,957.46	$40,124.40	$46,811.80	$11,145.67	$222,913.33
2021	$68,880.22	$59,696.18	$41,328.13	$48,216.15	$11,480.04	$229,600.72
2022	$70,946.63	$61,487.07	$42,567.98	$49,662.64	$11,824.44	$236,488.76
2023	$73,075.02	$63,331.68	$43,845.02	$51,152.52	$12,179.17	$243,583.41
2024	$75,267.28	$65,231.63	$45,160.37	$52,687.09	$12,544.55	$250,890.92
2025	$77,525.29	$67,188.58	$46,515.18	$54,267.71	$12,920.89	$258,417.65
2026	$79,851.05	$69,204.24	$47,910.63	$55,895.74	$13,308.51	$266,170.17
2027	$82,246.58	$71,280.37	$49,347.95	$57,572.61	$13,707.77	$274,155.28
2028	$84,713.98	$73,418.78	$50,828.39	$59,299.79	$14,119.00	$282,379.94
2029	$87,255.40	$75,621.34	$52,353.24	$61,078.78	$14,542.57	$290,851.33
Total	**$766,635.45**	**$664,417.33**	**$459,981.29**	**$536,644.83**	**$127,772.61**	**$2,555,451.51**

VI. GOVERNANCE

A. Owners' Association

The DRPBID shall continue to be governed by the Downtown Roseville Partnership, with oversight from the Roseville City Council. The Downtown Roseville Partnership shall serve as the Owners' Association described in the Streets and Highways Code §36651. The Board of Directors of the Partnership and its staff are charged with the day-to-day operations of the DRPBID. The Partnership will be responsible for the day-to-day program implementation and decision-making, within the guidelines of this Plan.

A majority of the Board of Directors of the Downtown Roseville Partnership must be parcel owners paying the assessment, or their representatives. The Partnership Board's composition shall include representatives of small, medium, and large parcels throughout the DRPBID.

As a private non-profit corporation, the Partnership may also engage in non-DRPBID activities related to its exempt purposes, which may include management of the Vernon Street Landscape and Lighting District.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association must act as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Partnership Board of Directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The Partnership shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the DRPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VII. ENGINEER'S REPORT

The DRPBID's parcel assessments will be imposed in accordance with the provisions of Article XIIID of the California Constitution. Article XIIID provides that "only special benefits are assessable,"[1] and requires the City to "separate the general benefits from the special benefits conferred on a parcel."[2] Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."[3] Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."[4] Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."[5]

The Engineer determined the total cost of the improvements and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the DRPBID, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements and activities, and the associated costs and assessments within the DRPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIIID of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the DRPBID boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the DRPBID's boundaries have been narrowly drawn and programs have been carefully designed to provide special benefits, and activities and improvements will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the DRPBID's activities and improvements.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."[6] "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."[7] The first step that must be undertaken to separate general and special benefits provided by the DRPBID's activities and improvements is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the DRPBID, and non-assessed parcels surrounding the DRPBID.

---

[1] Cal. Const., art. XIII D, §4(a)
[2] Cal. Const., art. XIII D, §4(a)
[3] Id., §2(i)
[4] Cal Const., art XIII D, §2(i)
[5] Cal. Const., art. XIII D, §4(a)
[6] Cal. Const., art XIII D, §4(a)
[7] Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal.App.4th 416

General Benefit to the Public-at-Large

Although the activities and improvements are narrowly designed and carefully implemented to specially benefit the assessed parcels, and only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the DRPBID. State law indicates that "Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed."[8] However, "the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits."[9] Further, "the value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel."[10] Thus, although there may be some incidental benefit to persons engaged in business on the assessed parcels, that incidental benefit is not considered general benefit because it is inherently produced by activities and improvements that provide special benefits to the assessed parcels. There is, however, a general benefit to persons not engaged in business on the assessed parcels.

Intercept surveys conducted in similar districts have found that approximately 97.3% of pedestrian traffic within PBID boundaries is engaged in business on assessed parcels, while the remaining approximately 2.7% is simply passing through and not engaging in business on the assessed parcels[11]. The 2.7% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 2.7% will, however, receive a derivative and indirect general benefit as a result of the activities and improvements being provided in the District. Therefore, it is estimated that 2.7% of the benefit created by the District's services is general benefit provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of activities and improvements will be paid for with funds not obtained through assessments. Using the 2.7% figure, based on the initial year activity and improvement budget, the value of this general benefit to the public-at-large is $6,529.88 ($241,847.55*0.027).

General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the DRPBID's activities and improvements may also confer general benefits upon non-assessed parcels surrounding the DRPBID. One study examining property values in PBID areas found "no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID's boundaries;"[12] however, the California Court of Appeals has stated that "services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties."[13] It is reasonable to conclude that activities and improvements within the DRPBID will have an incidental impact on non-assessed parcels surrounding the DRPBID boundaries. Although the legislature has indicated that "the value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed

[8] Streets and Highways Code section 36601(h)(2)

[9] Ibid

[10] Streets and Highways Code section 36622(k)(2)

[11] Surveys conducted in: North Park, San Diego (January 2015); Mack Road, Sacramento (July 2014); and Sunrise MarketPlace, Citrus Heights (December 2013)

[12] Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

[13] Beutz v. Riverside (2010) 184 Cal.App.4th 1516

shall *not* be deducted from the entirety of the cost of any special benefit,"[14] the California Court of Appeals has noted that "the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement…or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement."[15] Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer's opinion, because activities and improvements are provided only within the DRPBID and on its perimeter, parcels separated from the DRPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, railroad track, freeway, or ditch will not receive spill over benefits. Parcels separated from the DRPBID will not benefit because they are physically removed from the actual location of activities and improvements provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed surrounding parcels that are immediately adjacent to and accessible from the DRPBID's boundaries.

The total DRPBID activity and improvement budget for the first year is $241,847.55. After reducing the activity and improvement budget by the general benefit to the public-at-large ($6,529.88), the remaining benefit to parcels is $235,317.67. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the DRPBID's activity and improvement categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
Marketing & Events	$69,942.66	$1,940.85	$71,883.51
Clean & Safe	$61,291.00	$1,700.78	$62,991.78
Improvements	$42,901.41	$1,190.48	$44,091.89
Administration; Contingency/Reserve	$61,182.60	$1,697.77	$62,880.37
TOTAL	**$235,317.67**	**$6,529.88**	**$241,847.55**

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

Benefit Factors

All parcels within and adjacent to the DRPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of activity follows.

Improvements

The improvements to be provided by the DRPBID provide two types of special benefits:

Improvement – The primary special benefit provided by the DRPBID's improvements is the improvements themselves, which are available to tenants and customers of assessed parcels.

[14] Streets and Highways Code section 36622(k)(2)
[15] Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077

Proximity – The DRPBID's improvements also provide the special benefit of being in proximity to a parcel that is benefitting from an improvement, as parcels will enjoy the spillover benefits of neighboring parcels utilizing the improvements.

The majority of the benefit is the improvements themselves; proximity is a lesser benefit. It is this Engineer's estimation that eighty-five percent (85%) of the special benefit from the DRPBID's improvements is the improvement, while the presence and proximity special benefits each account for fifteen percent (15%) of the special benefit. Assessed parcels will receive both benefits; non-assessed parcels within and adjacent to the DRPBID will not be directly improved, and therefore only receive the general benefit of proximity.

Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the district) to be provided by the DRPBID generate three types of special benefits:

Service – The primary special benefit provided by the DRPBID's physical activities is the actual service.

Presence – The DRPBID's physical activities also provide the special benefit of an individual's presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The "Disneyland effect" is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.

Proximity – The DRPBID's physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the DRPBID's services; onsite presence and proximity are lesser benefits. It is this Engineer's estimation that seventy-five percent (75%) of the special benefit from the DRPBID's physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the DRPBID will not be directly serviced by individuals present on the parcels and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the DRPBID's activities, such as marketing, are distinct in that they are not provided to a targeted area within the DRPBID, rather they are provided via Internet, radio, and other forms of media and targeted at an audience outside the DRPBID in an effort to bring the audience into the DRPBID. These activities provide two types of special benefits:

Direct Exposure – The primary special benefit provided by the DRPBID's intangible activities is exposure. The intangible activities increase awareness of the DRPBID as a commercial and business destination and lead to increased patronage.

Incidental Exposure – The DRPBID's intangible activities will also have a secondary special benefit of incidental exposure, such as word-of-mouth exposure, that results from the direct exposure and increases awareness of the DRPBID as a commercial and business destination.

The majority of the benefit from these activities is the direct exposure; the incidental exposure is a lesser benefit. It is this Engineer's estimation that ninety percent (90%) of the special benefit from the intangible activities is direct exposure, while ten percent (10%) is incidental exposure. Assessed

parcels will receive both as special benefits; non-assessed parcels within and adjacent to the DRPBID will not be directly marketed and therefore only receive the general benefit of incidental exposure.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the DRPBID specially benefit from the DRPBID's activities and improvements, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will receive, as described above. The non-assessed parcels will benefit from 15% of the improvements, 12.5% of the tangible activities, and 10% of the intangible activities; therefore they have been assigned benefit factors of 0.150, 0.125, and 0.10, respectively.

Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the DRPBID and those immediately adjacent to and accessible from the DRPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

- *Inside* – Non-assessed parcels inside of the DRPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefit of proximity. These parcels are impacted on more than one side by the DRPBID's activities and improvements and activities and improvements are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.
- *Adjacent* – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the DRPBID, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive.

Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each activity or improvement was multiplied by the linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.
3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining activity and improvement budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.

5. The special and general benefit resulting from the administrative and contingency portions of the budget were determined based on the proportional allocation of benefits derived from activities and improvements.

Marketing & Events

The marketing and events budget, minus the amount of general benefit to the public-at-large, is $69,942.66. The calculations below determine the amount of general benefit to non-assessed parcels within the DRPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	1,542,474	X 1.000	=1,542,474.00	97.486%	X $69,942.66	= $68,184.10
Non-Assessed	397,826	X 0.010	=39,782.60	2.514%	X $69,942.66	= $1,758.56

The marketing and events budget, minus the amount of general benefit to the public and non-assessed parcels within the DRPBID, is $69,942.66. The calculations below determine the amount of general benefit to parcels adjacent to the DRPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	20,566	X 1.000	=20,566.00	98.079%	X $68,184.10	= $66,874.00
Adjacent	4,029	X 0.010	=402.90	1.921%	X $68,184.10	= $1,310.10

Therefore, the allocation of the marketing and events budget is as follows:

General Benefit – Public At Large	$1,940.85
General Benefit – Inside Parcels	$1,758.56
General Benefit – Adjacent Parcels	$1,310.10
Special Benefit	$66,874.00
Total	$71,883.51

Clean & Safe

The clean and safe budget, minus the amount of general benefit to the public-at-large, is $61,291.00 The calculations below determine the amount of general benefit to non-assessed parcels within the DRPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	1,542,474	X 1.000	=1,542,474.00	96.877%	X $61,291.00	= $59,376.74
Non-Assessed	397,826	X 0.125	=49,728.25	3.123%	X $61,291.00	= $1,914.26

The clean and safe budget, minus the amount of general benefit to the public and non-assessed parcels within the DRPBID, is $59,376.75. The calculations below determine the amount of general benefit to parcels adjacent to the DRPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	20,566	X 1.000	=20,566.00	97.610%	X $59,376.75	= $57,957.46
Adjacent	4,029	X 0.125	=503.63	2.390%	X $59,376.75	= $1,419.28

Therefore, the allocation of the clean and safe budget is as follows:

General Benefit – Public At Large	$1,700.78
General Benefit – Inside Parcels	$1,914.26
General Benefit – Adjacent Parcels	$1,419.28
Special Benefit	$57,957.46
Total	$62,991.78

Improvements

The improvements budget, minus the amount of general benefit to the public-at-large, is $42,901.41. The calculations below determine the amount of general benefit to non-assessed parcels within the DRPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	1,542,474	X 1.000	=1,542,474.00	96.275%	X $42,901.41	= $41,303.49
Non-Assessed	397,826	X 0.150	=59,673.90	3.725%	X $42,901.41	= $1,597.92

The improvements budget, minus the amount of general benefit to the public and non-assessed parcels within the DRPBID, is $41,303.49. The calculations below determine the amount of general benefit to parcels adjacent to the DRPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	20,566	X 1.000	=20,566.00	97.145%	X $41,303.49	= $40,124.40
Adjacent	4,029	X 0.150	=604.35	2.855%	X $41,303.49	= $1,179.09

Therefore, the allocation of the improvements budget is as follows:

General Benefit – Public At Large	$1,190.48
General Benefit – Inside Parcels	$1,597.92
General Benefit – Adjacent Parcels	$1,179.09
Special Benefit	$40,124.40

Total	$44,091.89

Administration; Contingency / Reserve

The administration and contingency / reserve budget line items relate to the activities and improvements provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
Marketing & Events	$66,874.00	$3,068.66
Clean & Safe	$57,957.46	$3,333.54
Improvements	$40,124.40	$2,777.01
Activity Totals	$164,955.86	$9,179.21
Percent	94.73%	5.27%
Administration; Contingency / Reserve	$57,957.47	$3,225.13
Total Parcel Benefits	**$222,913.33**	**$12,404.34**

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special	Parcel General	Public	Total
Marketing & Events	$66,874.00	$3,068.66	$1,940.85	$71,883.51
Clean & Safe	$57,957.46	$3,333.54	$1,700.78	$62,991.78
Improvements	$40,124.40	$2,777.01	$1,190.48	$44,091.89
Administration; Contingency / Reserve	$57,957.47	$3,225.13	$1,697.77	$62,880.37
Total	**$222,913.33**	**$12,404.34**	**$6,529.88**	**$241,847.55**

c. Non-Assessment Funding

The programs funded by the DRPBID receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the DRPBID's activities and improvements, $18,934.22. These non-assessment funds will be used to pay for the general benefit provided by the DRPBID's activities and improvements, ensuring that parcel assessments will only be used to provide special benefits.

2. Special Benefit

The activities and improvements to be provided by the DRPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that "the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."[16] Further, "no assessment

[16] Cal. Const., art XIII D §4(a)

shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."[17] Special benefit "includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed."[18]

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value ($18,934.22) from the total value of the activities and improvements ($241,847.55). The remaining $222,913.33 is considered the special benefit to assessed parcels (the "Total Assessment"). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that "properties that receive the same proportionate special benefit pay the same assessment."[19]

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
Marketing & Events	$71,883.51	$1,940.85	$69,942.66	$66,874.00
Clean & Safe	$62,991.78	$1,700.78	$61,291.00	$57,957.46
Improvements	$44,091.89	$1,190.48	$42,901.41	$40,124.40
Administration	$50,787.99	$1,371.28	$49,416.71	$46,811.80
Contingency/Reserve	$12,092.38	$326.49	$11,765.89	$11,145.67
TOTAL	**$241,847.55**	**$6,529.88**	**$235,317.67**	**$222,913.33**

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel type, parcel size, and parcel front footage along Vernon Street. These variables are appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables.

Determination of Assessment Rates

"Because not all parcels in the district are identical in size…some will receive more special benefit than others."[20] Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Parcel front footage is the length of the parcel fronting Vernon Street, measured in linear feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the DRPBID. The larger a parcel, the more services and benefit the parcel will receive.

[17] Ibid
[18] Streets and Highways Code section 36615.5
[19] *Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057
[20] *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

Because not all parcels in the DRPBID are identical in use, some will receive more special benefit than others. For example, a private tax-exempt parcel will benefit to a lesser degree than a commercial parcel, because it will not enjoy the benefits of increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the activities and improvements provided to each type was determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type was divided by the total assessable parcel square footage, parcel front footage, and parcel type as shown in the tables below.

Parcel Type

Parcel types were categorized based on the typical amount of foot and vehicle traffic on the various commercial and private tax-exempt parcels. Parcels with heavy traffic, such as commercial parcels, will receive the highest level of services. Parcels with lower traffic, such as private tax-exempt parcels will receive a lower level of services. The approximate cost of services by parcel type was determined. Then, the cost of services by type was divided by the square and frontage footage of those parcels to determine the assessment rates.

Parcel Size and Parcel Frontage

The DRPBID's services will benefit each assessed parcel as a whole. The service budget which, in this Engineer's estimation, represents special benefits to the parcels, has been allocated based on parcel size and parcel frontage.

Parcel Type	Initial Parcel Size Budget		Parcel Square Footage		Initial Parcel Assessment Rate ($/sqft/yr)
Commercial	$175,595.25	÷	1,311,391	=	$0.133900
Private Tax-Exempt	$4,641.30	÷	231,083	=	$0.020085

Parcel Type	Initial Parcel Frontage Budget		Parcel Frontage Footage		Initial Parcel Assessment Rate ($/lnft/yr)
Commercial	$41,582.84	÷	4,749.61	=	$8.75500
Private Tax-Exempt	$1,093.94	÷	833.00	=	$1.31325

Summary of Assessment Rates

Therefore, for the initial year, the maximum annual assessment rates to parcels are as shown below and in Appendix 1. Maximum annual assessment rates may be subject to an increase of no more than three percent (3%) per year as shown in Appendix 1.

Initial Parcel Assessment Rates		
Parcel Type	Parcel Size (sq. ft.)	Parcel Frontage (ln. ft.)
Commercial	$0.133900	$8.75500

Private Tax-Exempt	$0.020085	$1.31325

Sample assessment calculations are shown in Appendix 3.

2. Commercial Parcels

Commercial parcels will receive and benefit from all DRPBID services, and will therefore be assessed the full rate.

3. Publicly-Owned Parcels

Under "The Right to Vote on Taxes Act" (also known as Proposition 218) all public parcels are required to pay assessments unless they can demonstrate by clear and convincing evidence that their parcels do not receive a special benefit. Except for free parking garages, governmental parcels will receive and specially benefit from all of the District's services, thus they will pay the full assessment rate applicable to the zone in which they are located. Because of their unique nature, free publicly-owned parking garages will not receive services nor be assessed.

4. Private Tax-Exempt Parcels

The primary purpose of the DRPBID is to benefit parcels with commercial and public uses ("standard" parcels). Because of their non-commercial, non-public nature, parcels owned and utilized by tax-exempt organizations do not receive the same degree of special benefit as standard parcels. These parcels will, however, receive some special benefit from the services to be provided, as clean and safe patrols will be provided directly to them. Private tax-exempt parcels will be assessed at a rate commensurate with the benefit they receive.

5. Non-Assessed Parcels

There are fifty-seven (57) parcels within the DRPBID that will not be assessed. These parcels are neither commercial or private tax-exempt parcels and will not specially benefit from or directly receive the DRPBID's activities and improvements. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the DRPBID. These parcels have the following uses:

- Free Public Parking Garage Parcels: There are three (3) parcels within the DRPBID boundary that are comprised of free public parking garage parcels. These parcels offer free public parking and are available for people who work, shop, and conduct business on the assessed parcels. The free parking serves as an incentive to retain and attract businesses to the area by providing consumer traffic to the DRPBID. Therefore, we consider any benefit that the free public parking garages receive from the DRPBID to be accounted for by their in-kind contribution to the DRPBID.
- Residential Parcels: There are fifty-four (54) residential parcels with the DRPBID boundary that will not be assessed. The state legislature has determined that "properties zoned solely for residential use...are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment.".[21] The services and improvements to be provided are designed to specially benefit commercial, publicly owned, and private tax-exempt parcels by attracting and increasing customers and visitors to assessed parcels. None of these benefits apply to residential parcels, which will not be serviced or benefit from the DRPBID's activities. Residential parcels are those parcels with four family units or less, residential common areas, residential condos and planned unit development of single family residences.

[21] Streets and Highways Code section 36632(c)

6. Changes in Data

It is the intent of this Plan and Engineer's Report that each parcel included in the DRPBID can be clearly identified. Every effort has been made to ensure that all parcels included in the DRPBID are consistent in the boundary map and the assessment calculation table. However, if inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map.

If the parcel size or type of a parcel changes during the term of this DRPBID, the assessment calculation may be modified accordingly.

C. Assessment Notice

During the hearing process, an Assessment Ballot will be sent to owners of each parcel in the DRPBID. The Assessment Ballot provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the parcel square footage, parcel frontage footage, or type differ from those used to calculate the amount shown on the notice, which can be found in Appendix 3.

D. Time and Manner for Collecting Assessments

As provided by State Law, the DRPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Placer. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Placer shall distribute funds collected to the Partnership. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the DRPBID assessments.

E. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Downtown Roseville Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer's Report.

Review of this Downtown Roseville Property and Business Improvement District Management District Plan and preparation of the Engineer's Report was completed by:

_____

Ross Peabody
State of California

_____

Date

This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 3) and the Boundary Map. Reproduction and distribution of only Section VII of this Management District Plan violates the intent of this stamp and signature.

APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rates with the assumption that the rates will be increased annually by three percent (3%). The maximum rates listed are a required disclosure and not the anticipated course of action.

Year	Parcel Type	Parcel Size (sq. ft.)	Parcel Frontage Along Vernon Street (ln. ft.)
2020	Commercial	$0.133900	$8.75500
	Private Tax-Exempt	$0.020085	$1.31325
2021	Commercial	$0.137917	$9.01765
	Private Tax-Exempt	$0.020688	$1.35265
2022	Commercial	$0.142055	$9.28818
	Private Tax-Exempt	$0.021308	$1.39323
2023	Commercial	$0.146316	$9.56682
	Private Tax-Exempt	$0.021947	$1.43502
2024	Commercial	$0.150706	$9.85383
	Private Tax-Exempt	$0.022606	$1.47807
2025	Commercial	$0.155227	$10.14944
	Private Tax-Exempt	$0.023284	$1.52242
2026	Commercial	$0.159884	$10.45393
	Private Tax-Exempt	$0.023983	$1.56809
2027	Commercial	$0.164680	$10.76755
	Private Tax-Exempt	$0.024702	$1.61513
2028	Commercial	$0.169621	$11.09057
	Private Tax-Exempt	$0.025443	$1.66359
2029	Commercial	$0.174709	$11.42329
	Private Tax-Exempt	$0.026206	$1.71349

APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.

(b) Furnishing of music in any public place.

(c) Promotion of tourism within the district.

(d) Marketing and economic development, including retail retention and recruitment.

(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.

(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be

considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another

business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

<u>36623.</u> Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested

person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.
(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

<u>36671.</u> Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – PARCEL ASSESSMENT CALCULATIONS

MAP KEY	APN	LOT SIZE	FRONTAGE	LOT ASSESSMENT	FRONTAGE ASSESSMENT	TOTAL ASSESSMENT	TYPE
1	013070001000	2,323	0	$311.05	$0.00	$311.05	COM
2	013070004000	15,172	250	$2,031.53	$2,188.75	$4,220.28	COM
3	013071001000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
4	013071002000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
5	013071003000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
6	013071004000	15,000	100	$2,008.50	$875.50	$2,884.00	COM
7	013071006000	5,625	100	$753.19	$875.50	$1,628.69	COM
8	013071007000	1,875	0	$251.06	$0.00	$251.06	COM
9	013071009000	9,400	50	$1,258.66	$437.75	$1,696.41	COM
10	013071010000	5,776	0	$773.41	$0.00	$773.41	COM
11	013072001000	5,227	0	$0.00	$0.00	$0.00	RES
12	013072002000	5,100	0	$0.00	$0.00	$0.00	RES
13	013072003000	6,311	0	$0.00	$0.00	$0.00	RES
14	013072004000	6,969	0	$0.00	$0.00	$0.00	RES
15	013072005000	6,011	0	$0.00	$0.00	$0.00	RES
16	013072006000	9,173	0	$184.24	$0.00	$184.24	TE
17	013072007000	7,100	0	$142.60	$0.00	$142.60	TE
18	013072008000	11,500	100	$1,539.85	$875.50	$2,415.35	COM
19	013072009000	3,500	0	$468.65	$0.00	$468.65	COM
20	013072010000	15,000	100	$2,008.50	$875.50	$2,884.00	COM
21	013072011000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
22	013072012000	22,500	150	$3,012.75	$1,313.25	$4,326.00	COM
23	013073002000	4,521	0	$0.00	$0.00	$0.00	RES
24	013073011000	11,325	118	$227.46	$154.96	$382.43	TE
25	013073015000	4,356	0	$0.00	$0.00	$0.00	RES
26	013073016000	253	0	$33.88	$0.00	$33.88	COM
27	013073017000	7,927	0	$0.00	$0.00	$0.00	RES
28	013073019000	4,264	0	$0.00	$0.00	$0.00	RES
29	013073020000	4,356	0	$0.00	$0.00	$0.00	RES
30	013073021000	4,835	0	$0.00	$0.00	$0.00	RES
31	013091003000	22,909	150	$3,067.52	$1,313.25	$4,380.77	COM
32	013091010000	29,059	218.9	$3,891.00	$1,916.47	$5,807.47	COM
33	013092005510	3,750	50	$502.13	$437.75	$939.88	COM
34	013092006000	3,750	50	$502.13	$437.75	$939.88	COM
35	013092007000	7,600	50	$1,017.64	$437.75	$1,455.39	COM
36	013092008000	6,118	40.25	$819.20	$352.39	$1,171.59	COM
37	013092009000	4,498	59.97	$602.28	$525.04	$1,127.32	COM
38	013092010000	4,618	0	$618.35	$0.00	$618.35	COM

MAP KEY	APN	LOT SIZE	FRONTAGE	LOT ASSESSMENT	FRONTAGE ASSESSMENT	TOTAL ASSESSMENT	TYPE
39	013092011000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
40	013092014000	22,500	150	$3,012.75	$1,313.25	$4,326.00	COM
41	013093001000	15,000	0	$2,008.50	$0.00	$2,008.50	COM
42	013093003000	17,320	100	$2,319.15	$875.50	$3,194.65	COM
43	013093004000	2,030	29	$271.82	$253.90	$525.71	COM
44	013093005000	3,150	21	$421.79	$183.86	$605.64	COM
45	013093006000	11,400	76	$1,526.46	$665.38	$2,191.84	COM
46	013093007000	26,100	174	$3,494.79	$1,523.37	$5,018.16	COM
47	013093008000	4,500	0	$0.00	$0.00	$0.00	PRKG
48	013093009000	14,480	0	$0.00	$0.00	$0.00	PRKG
49	013094001000	69,696	0	$9,332.29	$0.00	$9,332.29	COM
51	013101024000	18,562	0	$2,485.45	$0.00	$2,485.45	COM
52	013101025000	9,197	0	$1,231.48	$0.00	$1,231.48	COM
53	013101026000	7,271	0	$973.59	$0.00	$973.59	COM
54	013101027000	3,760	0	$503.46	$0.00	$503.46	COM
55	013101028000	8,631	0	$1,155.69	$0.00	$1,155.69	COM
56	013101029000	1,754	0	$234.86	$0.00	$234.86	COM
57	013101031000	93,654	0	$12,540.27	$0.00	$12,540.27	COM
58	013120001000	19,896	0	$2,664.07	$0.00	$2,664.07	COM
59	013121002000	15,018	150	$2,010.91	$1,313.25	$3,324.16	COM
60	013121003000	5,006	50	$670.30	$437.75	$1,108.05	COM
61	013121004000	10,012	100.12	$1,340.61	$876.55	$2,217.16	COM
62	013121005000	5,006	50	$670.30	$437.75	$1,108.05	COM
63	013121006000	5,006	50.06	$670.30	$438.28	$1,108.58	COM
64	013122001000	7,523	50.15	$1,007.33	$439.06	$1,446.39	COM
65	013122002000	3,525	23.5	$472.00	$205.74	$677.74	COM
66	013122003000	3,900	26	$522.21	$227.63	$749.84	COM
67	013122004000	7,523	50	$1,007.33	$437.75	$1,445.08	COM
68	013122005000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
69	013122009000	13,523	90.3	$1,810.73	$790.58	$2,601.31	COM
70	013122010000	9,023	60.15	$1,208.18	$526.61	$1,734.79	COM
71	013122011000	3,000	20	$401.70	$175.10	$576.80	COM
72	013122012000	3,000	20	$401.70	$175.10	$576.80	COM
73	013123014000	2,990	0	$400.36	$0.00	$400.36	COM
74	013123016000	1,515	0	$202.86	$0.00	$202.86	COM
75	013123017000	16,500	101.69	$2,209.35	$890.30	$3,099.65	COM
76	013123018000	18,107	0	$2,424.53	$0.00	$2,424.53	COM
77	013123021000	10,948	72.75	$1,465.94	$636.93	$2,102.86	COM
78	013123024000	47,916	145.69	$0.00	$0.00	$0.00	PRKG
79	013123025000	17,714	0	$2,371.90	$0.00	$2,371.90	COM

MAP KEY	APN	LOT SIZE	FRONTAGE	LOT ASSESSMENT	FRONTAGE ASSESSMENT	TOTAL ASSESSMENT	TYPE
80	013123026000	10,856	71.26	$1,453.62	$623.88	$2,077.50	COM
81	013124006000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
82	013124007000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
83	013124008000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
84	013124011000	12,606	0	$1,687.94	$0.00	$1,687.94	COM
85	013124017000	24,114	150	$3,228.86	$1,313.25	$4,542.11	COM
86	013124018000	12,663	77.7	$1,695.58	$680.26	$2,375.84	COM
87	013124022000	14,219	0	$1,903.92	$0.00	$1,903.92	COM
88	013124023000	23,858	0	$3,194.59	$0.00	$3,194.59	COM
89	013131001000	6,720	0	$899.81	$0.00	$899.81	COM
90	013131002000	38,761	0	$5,190.10	$0.00	$5,190.10	COM
91	013131003000	14,138	0	$1,893.08	$0.00	$1,893.08	COM
92	013131004000	4,554	0	$609.78	$0.00	$609.78	COM
93	013131005000	5,366	0	$718.51	$0.00	$718.51	COM
94	013131006000	6,100	0	$816.79	$0.00	$816.79	COM
95	013131007000	5,009	0	$0.00	$0.00	$0.00	RES
96	013131008000	5,005	0	$0.00	$0.00	$0.00	RES
97	013131013000	4,810	0	$644.06	$0.00	$644.06	COM
98	013131014000	4,116	0	$551.13	$0.00	$551.13	COM
99	013131016000	5,508	0	$737.52	$0.00	$737.52	COM
100	013131017000	4,054	0	$542.83	$0.00	$542.83	COM
101	013131021000	5,514	0	$738.32	$0.00	$738.32	COM
102	013131022000	5,035	0	$0.00	$0.00	$0.00	RES
103	013151004000	7,700	100	$1,031.03	$875.50	$1,906.53	COM
104	013152002000	8,400	0	$1,124.76	$0.00	$1,124.76	COM
105	013152004000	7,492	0	$0.00	$0.00	$0.00	RES
106	013152005000	7,492	0	$0.00	$0.00	$0.00	RES
107	013152007000	7,505	0	$0.00	$0.00	$0.00	RES
108	013152008000	4,504	0	$0.00	$0.00	$0.00	RES
109	013152009000	6,011	0	$0.00	$0.00	$0.00	RES
110	013152012000	7,500	50	$1,004.25	$437.75	$1,442.00	COM
111	013152016000	6,534	0	$874.90	$0.00	$874.90	COM
112	013152017000	7,776	79.91	$1,041.21	$699.61	$1,740.82	COM
113	013152018000	7,074	0	$947.21	$0.00	$947.21	COM
114	013152019000	6,000	0	$803.40	$0.00	$803.40	COM
115	013152020000	6,000	0	$803.40	$0.00	$803.40	COM
116	013152021000	37,500	250	$753.19	$328.31	$1,081.50	TE
117	013153001000	9,983	0	$0.00	$0.00	$0.00	RES
118	013153003000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
119	013153004000	5,993	0	$0.00	$0.00	$0.00	RES

MAP KEY	APN	LOT SIZE	FRONTAGE	LOT ASSESSMENT	FRONTAGE ASSESSMENT	TOTAL ASSESSMENT	TYPE
120	013153005000	5,985	0	$0.00	$0.00	$0.00	RES
121	013153006000	5,989	0	$0.00	$0.00	$0.00	RES
122	013153007000	6,000	0	$803.40	$0.00	$803.40	COM
123	013153008000	6,000	0	$803.40	$0.00	$803.40	COM
124	013153009000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
125	013153013000	21,000	140	$2,811.90	$1,225.70	$4,037.60	COM
126	013153014000	8,850	59	$1,185.02	$516.55	$1,701.56	COM
127	013153019000	11,212	75.79	$1,501.29	$663.54	$2,164.83	COM
128	013153021000	2,500	0	$334.75	$0.00	$334.75	COM
129	013153022000	2,495	0	$0.00	$0.00	$0.00	RES
130	013153023000	18,785	125.21	$2,515.31	$1,096.21	$3,611.53	COM
131	013154001000	6,000	0	$803.40	$0.00	$803.40	COM
132	013154002000	6,019	0	$0.00	$0.00	$0.00	RES
133	013154003000	6,015	0	$0.00	$0.00	$0.00	RES
134	013154004000	6,000	0	$803.40	$0.00	$803.40	COM
135	013154005000	5,906	0	$0.00	$0.00	$0.00	RES
136	013154006000	7,522	0	$0.00	$0.00	$0.00	RES
137	013154007000	7,522	0	$0.00	$0.00	$0.00	RES
138	013154008000	7,522	0	$0.00	$0.00	$0.00	RES
139	013154009000	7,522	0	$0.00	$0.00	$0.00	RES
140	013154010000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
141	013154011000	7,505	0	$0.00	$0.00	$0.00	RES
142	013154012000	7,509	0	$0.00	$0.00	$0.00	RES
143	013154013000	7,466	0	$0.00	$0.00	$0.00	RES
144	013154014000	6,000	0	$803.40	$0.00	$803.40	COM
145	013154015000	6,015	0	$0.00	$0.00	$0.00	RES
146	013154016000	6,015	0	$0.00	$0.00	$0.00	RES
147	013154018000	6,708	0	$0.00	$0.00	$0.00	RES
148	013154019000	5,327	0	$0.00	$0.00	$0.00	RES
149	013161001000	9,661	65	$194.04	$85.36	$279.40	TE
150	013161002000	5,332	110.9	$713.95	$970.93	$1,684.88	COM
151	013162001000	126,324	400	$2,537.22	$525.30	$3,062.52	TE
152	013163001000	2,391	0	$320.15	$0.00	$320.15	COM
153	013163003000	7,742	0	$1,036.65	$0.00	$1,036.65	COM
154	013163004000	7,481	0	$1,001.71	$0.00	$1,001.71	COM
155	013163005000	9,000	0	$1,205.10	$0.00	$1,205.10	COM
156	013164001000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
157	013164002000	5,009	0	$0.00	$0.00	$0.00	RES
158	013164003000	5,000	0	$669.50	$0.00	$669.50	COM
159	013164004000	5,009	0	$0.00	$0.00	$0.00	RES

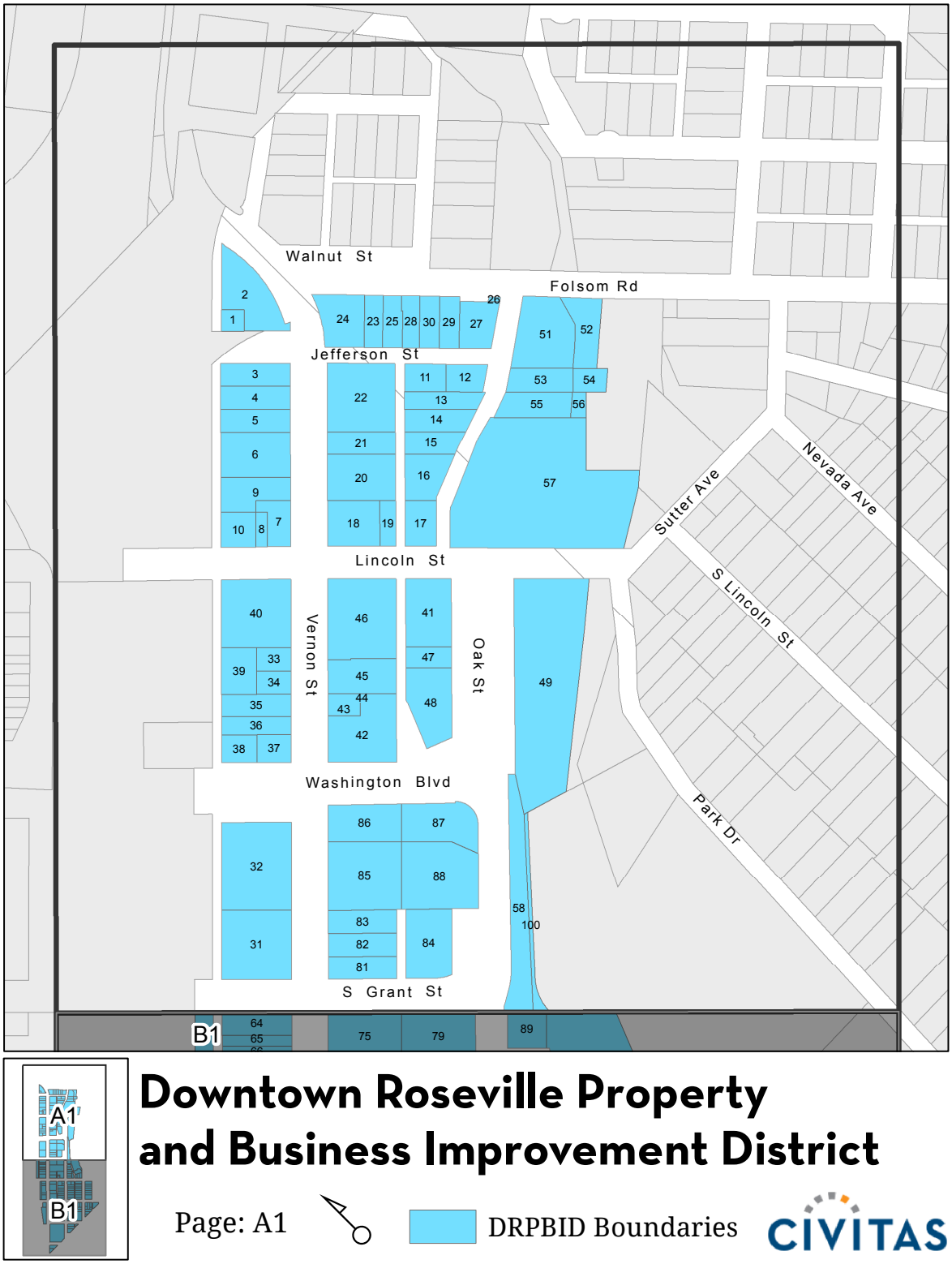
MAP KEY	APN	LOT SIZE	FRONTAGE	LOT ASSESSMENT	FRONTAGE ASSESSMENT	TOTAL ASSESSMENT	TYPE
160	013164005000	7,627	0	$0.00	$0.00	$0.00	RES
161	013164009000	4,996	0	$0.00	$0.00	$0.00	RES
162	013164010000	2,500	0	$334.75	$0.00	$334.75	COM
163	013164011000	7,496	0	$0.00	$0.00	$0.00	RES
164	013164012000	7,496	0	$0.00	$0.00	$0.00	RES
165	013164013000	7,496	0	$0.00	$0.00	$0.00	RES
166	013164014000	6,878	0	$0.00	$0.00	$0.00	RES
167	013164015000	6,750	0	$903.83	$0.00	$903.83	COM
168	013164016000	11,000	0	$1,472.90	$0.00	$1,472.90	COM
169	013164017000	5,500	0	$736.45	$0.00	$736.45	COM
170	013164018000	30,000	0	$602.55	$0.00	$602.55	TE
171	013171002000	2,138	0	$0.00	$0.00	$0.00	RES
172	013171003000	4,460	0	$0.00	$0.00	$0.00	RES
173	013171004000	6,834	0	$0.00	$0.00	$0.00	RES
174	013171005000	3,000	0	$401.70	$0.00	$401.70	COM
175	013171006000	2,509	0	$0.00	$0.00	$0.00	RES
176	013171007000	4,500	0	$602.55	$0.00	$602.55	COM
177	013171008000	7,500	0	$1,004.25	$0.00	$1,004.25	COM
178	013171009000	5,000	0	$669.50	$0.00	$669.50	COM
179	013171011000	10,890	0	$1,458.17	$0.00	$1,458.17	COM
180	013172007000	7,527	0	$0.00	$0.00	$0.00	RES
181	013172008000	7,527	0	$0.00	$0.00	$0.00	RES
182	013172009000	7,453	0	$0.00	$0.00	$0.00	RES
183	013172010000	7,527	0	$0.00	$0.00	$0.00	RES
184	013172011000	6,000	0	$803.40	$0.00	$803.40	COM
185	013172012000	9,000	0	$1,205.10	$0.00	$1,205.10	COM
186	013172020000	14,924	0	$1,998.32	$0.00	$1,998.32	COM
187	013250013000	15,923	0	$2,132.09	$0.00	$2,132.09	COM
188	013250014000	15,950	0	$2,135.71	$0.00	$2,135.71	COM
189	013250032000	32,234	376	$4,316.13	$3,291.88	$7,608.01	COM
Total	**188**	**1,940,300**	**5728.3**	**$180,236.56**	**$42,676.77**	**$222,913.33**	

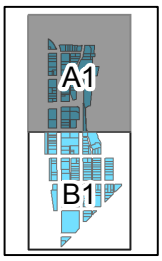
APPENDIX 4 – TOTAL ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES

The estimated maximum cost of the line items below was developed based on the estimated cost of providing services in the renewed DRPBID. The costs below are estimated, the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessment funds. Assessment funds are governed by Section V. There is no limit on reallocation of non-assessment funds by the Owners' Association. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes result in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	Marketing & Events	Clean & Safe	Improvements	Administration	Contingency / Reserve	Total
2020	$71,883.51	$62,991.78	$44,091.89	$50,787.99	$12,092.38	$241,847.55
2021	$74,040.02	$64,881.53	$45,414.65	$52,311.63	$12,455.15	$249,102.98
2022	$76,261.22	$66,827.98	$46,777.09	$53,880.98	$12,828.81	$256,576.07
2023	$78,549.05	$68,832.82	$48,180.40	$55,497.41	$13,213.67	$264,273.35
2024	$80,905.52	$70,897.80	$49,625.81	$57,162.33	$13,610.08	$272,201.55
2025	$83,332.69	$73,024.74	$51,114.58	$58,877.20	$14,018.38	$280,367.59
2026	$85,832.67	$75,215.48	$52,648.02	$60,643.52	$14,438.93	$288,778.62
2027	$88,407.65	$77,471.94	$54,227.46	$62,462.82	$14,872.10	$297,441.98
2028	$91,059.88	$79,796.10	$55,854.29	$64,336.71	$15,318.27	$306,365.24
2029	$93,791.68	$82,189.99	$57,529.92	$66,266.81	$15,777.81	$315,556.20
Total	**$824,063.88**	**$722,130.16**	**$505,464.11**	**$582,227.39**	**$138,625.58**	**$2,772,511.12**

APPENDIX 5 – MAP





Downtown Roseville Property and Business Improvement District

Page: B1

DRPBID Boundaries

CIVITAS

COUNCIL COMMUNICATION

CC #: 9727
File #: 0709-03-02

Title:	HOUSING SUCCESSOR - Junction Crossing Project - 120 Pacific Street - Disposition and Development Agreement
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 1/9/2019
Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council, acting as the Housing Successor:
1) Hold the public hearings required by Health and Safety Code §33431 and §33433;
2) Adopt the attached resolution authorizing the City Manager to execute the attached Disposition and Development Agreement (DDA) with Junction Station, LP, which is owned and controlled by developer St. Anton Communities, for the property owned at 120 Pacific Street, to be sold to Junction Station, LP, for the development of an affordable housing project, Roseville Junction Crossing Project, subject to the conditions of the DDA; and
3) Authorize the City Manager or his designee to execute any associated documents, including escrow documents, to carry out the land sale, loans, and the affordable housing development.

BACKGROUND

This Council Communication serves as the summary report required by the California Health and Safety Code §33433.
In April 2010, City Council approved an Exclusive Right to Negotiate Agreement (ERN) with MSR Properties, LLC for the development of a catalyst site in the Downtown Specific Plan proposed at the Pacific and Church Streets site in Historic Old Town. In April 2011, MSR Properties, LLC requested that the previous ERN be terminated to allow the Agency to enter into negotiations with Pacific & Church Partners, LLC., a new development team. A new ERN was finalized on June 15, 2011 between the former City of Roseville Redevelopment Agency and Pacific and Church Partners, LLC. A subsequent ERN was approved on July 15, 2015 with Pacific and Church Partners, LLC after the previous agreement expired. The purpose of this ERN was to assist in the development of an affordable housing project, referred to as Roseville Junction Crossing. Part of the basis for utilizing this developer is their option to purchase a neighboring property, which will be combined with the City parcels to yield a site able to accommodate the proposed 80-unit affordable project.

On April 20, 2016, the City Council, acting on behalf of the City and in its role as the Housing Successor, approved funds totaling $4.36 million to assist in developing the proposed 80-unit

affordable housing community. The Roseville Junction Crossing project is planned as a 100 percent affordable housing community offering 80 studio and one-bedroom units to accommodate very-low and low-income households, with a focus on members of the local workforce. The ERN that was executed in 2015 expired on December 31, 2016. As it was necessary to revise the parties and terms of the document, the City entered into an updated ERN with St. Anton Communities on November 1, 2017 which was further amended earlier this year to accommodate processing of the project map as part of the overall planning application process.

The development consists of a four-story building with 80 apartment units. Sixty (60) units are designed to be one bedroom units and the remaining 20 units will be studio units. The project includes 86 on-grade parking spaces that are distributed about the site for resident, guest and public parking access. Specifically, three parking spaces are designated to the business located at 127 Church Street, 36 parking spaces are reserved for public parking use; and the remaining 47 parking spaces are set-aside for residents, consistent with Government Code 65915 (p)(3)(B). On site amenities include a community kitchen, technology center, gym space, management offices, and laundry facilities.

Execution of the recommended DDA allows St. Anton to pursue state and federal financing for the affordable housing project, which require documented site control as part of their application thresholds. Timing of this DDA is necessary for current state applications under review. Approval of the DDA will support St. Anton proceeding with the proposed Junction Crossing development that will provide for a $16 million investment into the Historic Old Town area and the provision of much-needed workforce and affordable housing. As the City Council is aware, this project is the subject of a lawsuit. However, since no injunction has been issued by a court preventing the project from proceeding, it is within the Council's discretion to approve the DDA. St. Anton is aware of the risks in proceeding before final disposition of the lawsuit, including the possibility that further environmental review might be ordered by a court.

FISCAL IMPACT

No General Fund resources will be used for this project. The City Council, acting as Housing Successor to the Redevelopment Agency, previously approved Resolution 16-127 approving $400,000 from the Low and Moderate Income Fund and $200,000 from the Housing Taxable Bonds. The City Council also approved Resolution 16-126 committing $3.76 million from City Affordable Housing Funds. Together, these commitments represent a total of $4.36 million of local housing funds from the City to assist in the development of Junction Crossing. These funds will be provided as 3% per annum loans with 55-year terms and will be repaid through residual receipts, based on the cash flow of the project.

Additionally, the DDA requires St. Anton to repay the City for the value of the land being transferred. Once received, this $178,155 payment will be credited to the General Fund.

APPRAISAL

In determining the purchase price, an appraisal was prepared by Integra Realty Resources on April 25, 2018 for: Assessor's Parcel Numbers (APNs): 012-200-001 (portion), 012-200-014, 012-200-015, 012-200-017, 012-200-022, 012-200-023, 012-200-024, and 012-200-025., Section 33433 of the Health and Safety Code requires that the City identify the fair market value of the interests being conveyed at the highest and best use allowed.

An appraisal was prepared which determined the highest and best use based on adjacent zoning. Using a comparable land sales approach, the appraisal determined that the square footage valuation ranged from $3.81 to $11.58 a square foot, which after adjustment is narrowed to $4.81 to $8.33 a square foot. After the appraiser removed properties from the comparable list that are either still under negotiation, in a superior area, were outdated, or were larger contiguous properties, the appraisal determined a market value estimate of $5.75 per square foot for the subject property. With just under 31,000 square feet of City property combined in its multiple parcels, the value was determined to be $178,155.

The law also requires an estimated reuse value of the property to be determined. The fair reuse value can be defined as the fair market value of the interests to be conveyed, less the economic value of any development restrictions placed on the project by City, environmental, and other property development constraints. As a condition of this project, an Affordable Housing Regulatory Agreement will be recorded against the property which restricts the use of the property for affordable housing purposes for a period of at least 55 years. Thus, it is a fair assumption that the fair reuse value of the property is less than the fair market value of the property in its current, unrestricted condition.

ECONOMIC DEVELOPMENT / JOBS CREATED

This Disposition and Development Agreement does not result in the creation of jobs, but development of an affordable housing project will result in the creation of construction jobs. After completion of construction, there will be on site property management and maintenance jobs that will be necessary for operation of the apartments. Completion of this project would represent an approximately $16 million dollar investment in Historic Old Town.

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every $92,000 in direct government spending. Therefore, this project has the potential to generate 174 job years overall, including 47 job years with expenditure of the City's housing funds committed to this project.

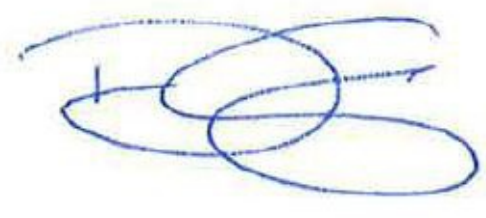
ENVIRONMENTAL REVIEW

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 (CEQA Guidelines Section 15061(b)(3). Execution of this agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA review for the Roseville Junction Crossing project occurs separately through the planning review process.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Laura Matteoli, Acting Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-04

Junction Crossing DDA

Appraisal for Junction Crossing - Integra Realty Resources 4/25/18

HOUSING SUCESSOR AGENCY

RESOLUTION NO. 19-04

APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT, BY AND BETWEEN JUNCTION STATION, LP AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Disposition and Development Agreement for the development of 80 affordable housing units utilizing City and housing successor affordable housing funds and the sale of City property at 120 Pacific Street, by and between Junction Station, LP, and City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville, acting in its role as Housing Successor, 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/AUTHORITY MEMBERS:

NOES COUNCILMEMBERS/AUTHORITY MEMBERS:

ABSENT COUNCILMEMBERS/AUTHORITY MEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk & Secretary

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

CITY OF ROSEVILLE

and **JUNCTION STATION, LP**

Dated as of _____, 2019

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION 2
   1.1 Defined Terms 2
   1.2 Singular and Plural Terms 5
   1.3 Accounting Principles 5
   1.4 References and Other Terms 5
   1.5 Attachments Incorporated 5

2. SUBJECT OF THE AGREEMENT 5
   2.1 Purpose of the Agreement 5
   2.2 The Project 5
   2.3 The Site 6

3. SCHEDULE OF PERFORMANCE 6

4. DUE DILIGENCE; LAND USE REQUIREMENT 6
   4.1 Due Diligence Period; Permission to Enter City-Owned Parcels 6
   4.2 Developer Obligations 7
   4.3 Land Use Entitlements 7
   4.4 Developer Right to Terminate 8

5. DEVELOPMENT OF THE PROPERTY 8
   5.1 Scope of Development 8
   5.2 City's Right to Review Plans and Specifications 8
   5.3 Approval of Plans 9
   5.4 Changes in Construction Drawings 9
   5.5 Construction Contract 10
   5.6 Local, State and Federal Laws 10
   5.7 Nondiscrimination During Construction 10
   5.8 Entitlements 10

5.9 Defects in Plans 10

5.10 Marketing Plan 11

5.11 Performance and Payment Bonds 11

5.12 Public Safety Protections 11

5.13 City Access to the Site 11

5.14 Project Sign 12

5.15 Notification of General Contractors, Architects and Engineers 12

5.16 Intentionally Deleted 12

5.17 Intentionally Deleted 12

5.18 Relocation 12

6. FINANCING FOR THE PROJECT 12

6.1 Financing Plan 12

6.2 Final Project Budget 13

6.3 Financing Commitments 13

6.4 Developer Right to Terminate 13

7. CONVEYANCE OF PROPERTY 13

7.1 Purchase and Sale of City-Owned Parcels 13

7.2 Escrow 13

7.2.1 Costs of Escrow 14

7.2.2 Escrow Instructions 14

7.2.3 Closing 14

7.3 Title Insurance 14

7.4 City's Conditions to Conveyance of the City-Owned Parcels 15

7.5 Developer's Conditions to Acquire the Site 17

7.6 Developer Right to Terminate 19

7.7 City Right to Terminate 19

7.8 Waiver of Conditions 19

8. AFFORDABILITY COVENANTS 19

9. PHYSICAL CONDITION OF PROPERTY 20
9.1 Hazardous Materials Remediation 20

9.2 Hazardous Materials Indemnity 20

10. CITY FINANCING 20
10.1 Affordable Housing Funds Loan 20

10.2 Housing Successor Funds Loan 21

10.3 General Terms and Conditions 22

10.4 Affordable Housing Regulatory Agreement 23

11. CERTIFICATE OF COMPLETION 23

12. INTENTIONALLY DELETED 23

13. INDEMNIFICATION AND INSURANCE 24
13.1 Nonliability of City 24

13.2 Indemnity 24

13.3 Insurance 25

13.3.1 Workers' Compensation. 25

13.3.2 Comprehensive General Liability. 25

13.3.3 Comprehensive Automobile Liability. 25

13.3.4 Fire, Hazard and Extended Coverage Insurance. 26

13.3.5 Approval of Insurer. 26

13.3.6 Additional Insured. 26

13.3.7 Cancellation. 26

13.3.8 Failure to Maintain. 26

13.3.9 Blanket Coverage. 26

13.4 Reimbursement of City 26

14. DEFAULTS AND REMEDIES 27
14.1 Event of Default 27
14.2 No Waiver 27
14.3 Rights and Remedies are Cumulative 27

15. NOTICES 28

16. LIMITATIONS ON TRANSFERS AND ASSIGNMENT OF THIS AGREEMENT 28
16.1 Transfer and Assignment 28
16.2 Security Financing; Rights of Holders 29

17. ADMINISTRATION 29

18. MISCELLANEOUS 30
18.1 Counterparts 30
18.2 Prior Agreements; Amendments; Consents 30
18.3 Governing Law; Venue 30
18.4 Severability of Provisions 30
18.5 Headings 30
18.6 Time of the Essence 30
18.7 Conflict of Interest 30
18.8 Warranty Against Payment of Consideration 31
18.9 Nonliability of City Officials and Employees 31
18.10 Submission of Documents and Other Matters for Approval 31
18.11 Force Majeure 31
18.12 Inspection of Books and Records 32
18.13 Ownership of Data 32

LIST OF ATTACHMENTS

ATTACHMENT NO. 1	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT NO. 2	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 3	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 4	AFFORDABLE HOUSING FUNDS LOAN PROMISSORY NOTE FORM
ATTACHMENT NO. 5	AFFORDABLE HOUSING FUNDS LOAN DEED OF TRUST FORM
ATTACHMENT NO. 6	HOUSING SUCCESSOR FUNDS LOAN PROMISSORY NOTE FORM
ATTACHMENT NO. 7	HOUSING SUCCESSOR FUNDS LOAN DEED OF TRUST FORM
ATTACHMENT NO. 8	CITY AFFORDABLE HOUSING REGULATORY AGREEMENT FORM
ATTACHMENT NO. 9	GRANT DEED

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") dated, for identification purposes only, as of _____, 2019 (the "Effective Date") is made and entered into by and between the CITY OF ROSEVILLE ("City"), a municipal corporation (the "City"), and JUNCTION STATION, LP, a California limited partnership (the "Developer"), with reference to the following:

RECITALS

A. WHEREAS, Developer is an experienced owner and developer of affordable housing for low and very low income households; and

B. WHEREAS, the City, both as a municipal corporation and the Housing Successor to the former Redevelopment Agency of the City of Roseville, currently owns portions of that certain real property in Roseville, California (the "Site"), as more particularly described in the Legal Description of the Site attached hereto this Agreement as **Attachment No. 1** and incorporated herein by this reference; and

C. WHEREAS, in 2009, the Downtown Specific Plan identified the Site as one of six potential catalyst projects to meet the goals and vision of the Specific Plan; and

D. WHEREAS, on June 15, 2011, the City and Pacific and Church Partners, LLC, entered into an Exclusive Right to Negotiate Agreement; and

E. WHEREAS, on July 15, 2015, the City and Pacific and Church Partners, LLC, entered into a subsequent Exclusive Right to Negotiate Agreement after the prior agreement expired due to lack of funding for the affordable housing project; and

F. WHEREAS, on November 1, 2017, the City and St. Anton Communities, LLC, entered into an Exclusive Right to Negotiate Agreement at the request of Pacific and Church Partners, which indicated it had partnered with St. Anton Communities, LLC to develop the proposed project; and

G. WHEREAS, on March 7, 2018, the City and St. Anton Communities, LLC, entered into a First Amendment to the Exclusive Right to Negotiate Agreement to update the terms of the proposed project; and

H. WHEREAS, the City finds development of the Site to be highly beneficial to the overall public benefit;

I. WHEREAS, St. Anton Junction Station, LLC, is the co-general partner of the Developer; and

J. WHEREAS, this Agreement contains the terms and conditions negotiated and agreed to by the Parties, whereby the City plans to convey to the Developer, and the Developer will accept, conveyance of the City-owned portions of the Site, for development of an 80 unit affordable housing project that includes the associated parking spaces, as described in the Scope of Development (the "Project") pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, City and Developer hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including in the Recitals above), capitalized terms are defined where first used or as set forth in this Section 1.1. Capitalized terms used in an attachment attached hereto and not defined therein shall also have the meanings set forth in this Section 1.1.

"Affordable Housing Funds Deed of Trust" means the Deed of Trust attached hereto as Attachment 5.

"Affordable Housing Funds Loan" means the predevelopment and permanent loan made by the City to the Developer pursuant to Section 10.1 in the amount of $3,760,000.

"Affordable Housing Funds Note" means the promissory note attached hereto as Attachment 4.

"Affordable Housing Regulatory Agreement" has the meaning set forth in Section 10.4.

"Building Permit" means all permits issued by the City of Roseville and required for commencement of construction of the Improvements.

"Certificate of Completion" has the meaning set forth in Section 11.

"City" means the City of Roseville, California, a municipal corporation.

"City Manager" means the City Manager for the City of Roseville, California, and his or her designee.

"Construction Lender" means the first trust deed lender that provides construction financing for the Project.

"Construction Loan" means the construction loan for the Project.

"Construction Loan Closing" means the date of recordation of the Loan Documents in the Official Records.

"Consumer Price Index" means United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Subgroup "All Items," for the San Francisco-Oakland-San Jose area, 1982-84 = 100, or successor or equivalent index in case such index is no longer published.

"County" means the County of Placer, California.

"Developer" has the meaning set forth in the opening paragraph of this Agreement.

"Developer Title Policy" has the meaning set forth in Section 7.3.

"Economic Development Director" means the Economic Development Director for the City of Roseville, California.

"Environmental Law" means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the premises, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (iii) California Health and Safety Code Sections 25100 et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (v) California Health and Safety Code Section 25359.7; (vi) California Health and Safety Code Section 25915; (vii) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 et seq.; (viii) California Water Code Section 1300 et seq.; and (ix) California Civil Code Section 3479 et seq., as such laws are amended and the regulations and administrative codes applicable thereto.

"Escrow" means the escrow through which the Construction Loan Closing is conducted and through which the Lender's Title Policy and the Developer's Title Policy are obtained.

"Escrow Holder" means the firm that holds the Escrow.

"Event of Default" has the meaning set forth in Section 14.1.

"Federal Tax Credits" has the meaning set forth in Section 6.1(a).

"Final Project Budget" has the meaning set forth in Section 6.2.

"Final Construction Documents" means plans, drawings and specifications in sufficient detail to support issuance of a Building Permit for the Project.

"Grant Deed" means the grant deed for the conveyance of the City-owned portions of the Site from the City to Developer, in the form of Attachment No. 9 attached hereto which is incorporated herein.

"Hazardous Materials" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. Hazardous Materials expressly exclude substances typically used in the construction, development, operation and maintenance of an apartment complex provided such substances are used in accordance with all applicable laws.

"Housing Successor Funds Deed of Trust" means the Deed of Trust attached hereto as Attachment 7.

"Housing Successor Funds Loan" means the predevelopment and permanent loan made by the City to the Developer pursuant to Section 10.2 in the amount of $400,000 from the Low and Moderate Income Fund and $200,000 from Housing Taxable Bonds.

"Housing Successor Funds Note" means the promissory note attached hereto as Attachment 6.

“Improvements” means the improvements to be made to the Site substantially in accordance with this Agreement, including, without limitation, substantially in accordance with the Scope of Development and the Final Construction Documents.

“Indemnitees” means the City and its officers, employees, representatives, agents, and volunteers.

“Issuance of the Developer Title Policy” has the meaning set forth in Section 7.3.

“Lender's Title Policy” has the meaning set forth in Section 7.4(g).

“Management Agreement” has the meaning set forth in Section 7.4(j).

“Notes” means collectively the Affordable Housing Funds Note and Housing Successor Funds Note.

“Notices” has the meaning set forth in Section 15.

“Official Records” means the Official Records of the County.

“Permanent Lender” means the lending institution that makes the Permanent Loan and its successors and assigns.

“Permanent Loan” means the long-term loan made by the Permanent Lender to Developer in order to take out the Construction Loan.

“Project” has the meaning set forth in Recital J above.

“Project Budget” means the final budget approved by Developer.

“Project Costs” means all costs of any nature incurred in connection with development of the Project.

“Project Documents” means, collectively, this Agreement, and any other agreement, document or instrument that the Developer and City enter into pursuant to this Agreement or in order to effectuate the purposes of this Agreement.

“Project Financing” has the meaning set forth in Section 6.1.

“Schedule of Performance” means the Schedule of Performance attached hereto as Attachment No. 2.

“Scope of Development” means the Scope of Development attached hereto as Attachment No. 3.

“Site” means that certain real property described in Attachment No. 1.

“Site Plan Approval” has the meaning set forth in Section 4.2.

“Syndication” has the meaning set forth in Section 6.1(a).

"Title Company" means Placer Title Company or such other title insurance company agreed to by the Developer and the City.

1.2 Singular and Plural Terms

Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 Accounting Principles

Any accounting term used and not specifically defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted under this Agreement shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the City.

1.4 References and Other Terms

References herein to Articles, Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The terms "including" and "include" mean "including (include) without limitation".

1.5 Attachments Incorporated

All attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

2. SUBJECT OF THE AGREEMENT

2.1 Purpose of the Agreement

The provision of affordable housing is in the interest of the City and the general public. The purpose of this Agreement is to assist in the construction of affordable housing to benefit the community of Roseville. This Agreement and the attachments hereto are intended to effectuate the purpose of providing affordable housing to the residents of the City of Roseville ("City").

2.2 The Project

For purposes of this Agreement, the Project, as more particularly described in the Scope of Development in Attachment No. 3, will consist of the construction of a residential housing project consisting of 80 residential units, one of which shall be a manager's unit and the rest of

which shall be rented to qualified lower income persons and families for the longest feasible time but no less than fifty-five (55) years from the date of recordation of the Certificate of Completion. The Project will also include the associated parking spaces.

2.3 The Site

The Site consists of an approximately one acre parcel of 11 legal parcels. The parcels making up the Site are located within the boundaries of the City of Roseville and are owned by the City and Placer Equity Loans. The City owns the following nine parcels: 012-200-001, 012-200-014, 012-200-015, 012-200-016, 012-200-017, 012-200-022, 012-200-023, 012-200-024, and 012-200-025 (the "City-Owned Parcels"). The Developer has an option to purchase the two parcels of the Site owned by Placer Equity Loans: 012-200-001 and 012-200-028 (portion of).

3. SCHEDULE OF PERFORMANCE

A Schedule of Performance for the Project is attached hereto as Attachment No. 2 and incorporated herein by this reference. Subject to force majeure delays, the Schedule of Performance sets forth the times by which the parties are to perform certain obligations under this Agreement. The Schedule of Performance may be modified from time to time by written agreement of Developer and City. Notwithstanding the foregoing, the milestone dates set forth in the Schedule of Performance may be extended with City's written consent in the event that delays are reasonably caused by any ongoing legal challenge to the issuance of land use permits, entitlements, or approvals of the Project.

4. DUE DILIGENCE; LAND USE REQUIREMENT

4.1 Due Diligence Period; Permission to Enter City-Owned Parcels

City shall permit Developer and Developer's representatives and agents to enter onto the City-Owned Parcels commencing on the Effective Date and continuing for a period of ninety (90) calendar days thereafter ("Due Diligence Period") for the purpose of enabling Developer to examine, inspect, and investigate the physical and environmental condition of the Site, including any foundations, soil, subsurface soils, drainage, seismic, and other geological and topographical matters, location of asbestos, toxic substances, Hazardous Materials, if any, and, at Developer's sole and absolute discretion, to enable Developer to determine whether the City-Owned Parcels are acceptable to Developer and suitable for Developer's intended use. Developer and Developer's representatives and agents shall also be entitled to enter onto the City-Owned Parcels to conduct additional examinations and investigations at any time after expiration of the Due Diligence Period and through the Closing.

As a condition to Developer's entry onto the City-Owned Parcels prior to the Closing, whether before or after the expiration of the Due Diligence Period, Developer shall, without any representation or warranty, provide to City a copy of all reports, studies, and test results prepared by Developer's consultants. Developer shall notify City, in writing, at least twenty-four (24) hours prior to any entry by Developer or Developer's representatives on the City-Owned Parcels. City shall have the right, but not the obligation, to accompany the Developer during such investigations. As an additional condition of such entry, Developer shall (i) conduct all work or

studies in a diligent, expeditious, and safe manner and not allow any dangerous or hazardous conditions to occur on the City-Owned Parcels during or after the investigation, (ii) obtain any required governmental permits and comply with all applicable laws and governmental regulations; (iii) keep the City-Owned Parcels free and clear of all materialmen's liens, lis pendens, and other liens or notices arising out of the entry and work performed under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) for all persons entering the City-Owned Parcels in the amounts required by the State of California; and (v) provide to City prior to initial entry a certificate of insurance evidencing that Developer and/or the persons entering the City-Owned Parcels have procured and have in effect commercial general liability insurance with a combined single limit of liability not less than two million dollars ($2,000,000.00). City shall be named as an additional insured upon such insurance. Such coverage shall provide that the policy shall not be cancelled, modified or allowed to lapse without the insurer providing to City thirty (30) calendar days' prior written notice. Developer shall provide the certificate of such insurance with the attached endorsement prior to, and as a condition of, any entry.

Additionally, Developer shall, in a timely manner, repair any and all damage to the City-Owned Parcels caused by such inspections or investigations and shall indemnify, defend, and hold harmless Indemnitees from and against any claims, liabilities, and losses arising from the entries of Developer and its representatives and agents on the City-Owned Parcels pursuant to this Section 4.1.

Notwithstanding Developer's right to enter the City-Owned Parcels after expiration of the Due Diligence Period pursuant to the second sentence in the first paragraph of this Section 4.1, Developer shall notify City in writing on or before the expiration of the Due Diligence Period of Developer's approval or disapproval of the physical and environmental condition of the City-Owned Parcels and Developer's investigations with respect thereto. Developer's disapproval shall constitute Developer's election to terminate this Agreement and cancel the Escrow and the parties shall have no further liability hereunder. Developer's failure to deliver notice to City on or before the expiration of the Due Diligence Period shall be conclusively deemed Developer's approval thereof and Developer shall be deemed to have waived its termination/cancellation right set forth in this Section 4.1.

4.2 Developer Obligations

The Developer shall make commercially reasonable efforts to secure, by the time provided in the Schedule of Performance and under applicable laws, regulations and ordinances, the site plan and design review approval (collectively, the " Site Plan Approval").

4.3 Land Use Entitlements

Subject to the terms of Section 4.1 hereof, the City will provide all required assistance and cooperation to the Developer in connection with Developer obtaining all required land use entitlement applications, including but not limited to, Specific Plan Amendment, General Plan Amendment, Zoning Code Amendment, Conditional Use Permit, California Environmental Quality Act approval, or any and all permits and fees required by the City, County, and other governmental agencies with jurisdiction over the Improvements. All related costs associated with any land use entitlements required under this Agreement shall be at the sole cost of Developer and execution

of this Agreement does not constitute the granting of or a commitment to obtain any required land use permits, entitlements, or approvals required by the City.

4.4 Developer Right to Terminate

At any time prior to Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to City if the Developer is unable, by the time provided in the Schedule of Performance, to secure the Site Plan Approval.

5. DEVELOPMENT OF THE PROPERTY

5.1 Scope of Development

5.1.1 Developer shall perform the tasks set forth on the Schedule of Performance by the deadlines set forth in the Schedule of Performance, subject to force majeure delays as described in Section 18.11 below.

5.1.2 Without limiting the foregoing, Developer shall complete the Improvements in accordance with the Scope of Development, the Plans and Specifications, and the Schedule of Performance. Subject to force majeure delays as provided in Section 18.11 below, construction of the Improvements shall commence no later than the date specified therefor in the Schedule of Performance and be diligently prosecuted to completion, and the Developer shall otherwise comply with all deadlines and tasks in the Schedule of Performance.

5.1.3 The Developer shall also comply with any and all applicable federal, state and local laws, rules and regulations, and any applicable mitigation measures adopted pursuant to the California Environmental Quality Act.

5.2 City's Right to Review Plans and Specifications

This Agreement is both a real property purchase and sale document and financing document of the City, and is not a land use or planning document. Approval of the Project under this Agreement by the City is not and shall not be considered an approval of land use entitlements or structural design of the Project, or the aesthetic design of the Project except as an approval by the City of the Project design "concept" as presented in this Agreement. Developer shall comply with all applicable land use, planning and design laws, rules and regulations of each governmental agency acting in proper exercise of their respective jurisdictions, including without limitation, departments, staff, boards and commissions of the City. The City shall have the right, but not the obligation, to review the plans to assure their conformity with the provisions of this Agreement and approvals given under this Agreement, and to assure that any City funds which may be obligated under this Agreement are used as intended by the City. City's right of review includes, without limitation, the right to review architectural and engineering plans and specifications, off-site plans and specifications, and landscaping designs and specifications. City's approval of plans is not an assurance of their adequacy or correctness.

In connection with design of the Improvements, the Developer shall submit basic concept drawings, preliminary plans, landscaping plans, and final plans and specifications to the

City for the City's review and approval, which review and approval shall not be unreasonably delayed or withheld, provided, however, that if City has not responded within thirty (30) calendar days after submission to the City, City shall be deemed to have approved the item submitted. Final plans and specifications shall consist of the set of construction documents from which the Improvements will be constructed. Commencing upon Construction Loan Closing, the Developer shall construct the Improvements in substantial compliance with the plans and specifications approved by the City. This section shall not apply to the review and approval of concept drawings, preliminary plans, landscaping plans, and final plans and specifications required as part of the City's entitlement and building permit process.

5.3 Approval of Plans

The City shall reasonably approve or disapprove such plans, drawings, and related documents referred to in Section 5.2 in a reasonably timely fashion but in no event, longer than thirty (30) calendar days after the Developer submits such plans, drawings and related documents referred to in Section 5.2. In the event the City fails to approve or disapprove such plans, drawings and related documents within thirty (30) calendar days after submittal by the Developer, the plans, drawings and related documents shall be deemed approved by the City. Any disapproval shall state in writing the reasons for disapproval. The Developer, upon receipt of a notice of disapproval, shall revise such portion of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval and shall resubmit such revised portions to the City as soon as possible after receipt of the notice of disapproval. The City shall approve or disapprove such revised portions in the same manner as provided in this Agreement for approval or disapproval of plans, drawings, and related documents initially submitted to the City, which approval or disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted. All approvals or disapprovals to be made by the City pursuant to this Section 5 may be made by the Economic Development Director of the City or the Economic Development Director's designated staff members. Notwithstanding the above, City approval hereunder shall only pertain to the approval of the design and concept. All final building permit and public safety approvals shall be approved by the applicable building and safety departments of the City. This section shall not apply to the review and approval of plans, drawings, and related documents required as part of the City's entitlement and building permit process.

5.4 Changes in Construction Drawings

If the Developer desires to make any changes in the construction drawings and related documents after their approval by the City, the Developer shall submit the proposed changes to the Economic Development Director for his/her reasonable approval. The City shall approve or disapprove such changes in the same manner as provided in Section 5.3 for approval or disapproval of plans, drawings, and related documents initially submitted to the City, which approval or disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted, provided, however, that if the Economic Development Director has not responded within thirty (30) calendar days after submission to the Economic Development Director, the Economic Development Director shall be deemed to have approved the item submitted. The Developer shall revise any disapproved portions and resubmit them to the Economic Development Director as provided in Section 5.3. This section shall not apply to the review and approval of construction drawings and related documents required as part of the City's entitlement and building permit process.

5.5 Construction Contract

Consistent with the date(s) set forth in the Schedule of Performance, the Developer shall provide to the City a copy of the fully executed construction contract or contracts as may be applicable (the "Construction Contract(s)"), which Construction Contract(s) shall obligate a reputable and financially responsible general contractor (the "General Contractor"), licensed in California and experienced in completing the type of improvements contemplated by this Agreement, to commence and complete the construction of the Improvements in accordance with this Agreement, and all applicable laws. Such Construction Contract(s) shall set forth a stipulated sum based on the City-approved plans and specifications. The City shall also have the right to confirm that the Construction Contract(s) will conform to the Project Budget.

5.6 Local, State and Federal Laws

The Developer shall carry out the construction of the Improvements in conformity with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards. Developer agrees to indemnify, defend and hold Indemnitees harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of Developer or its contractor(s) or agents to comply with such laws, rules or regulations, including but not limited to, the failure to pay prevailing wages if required by law.

5.7 Nondiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the construction of the Improvements. The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the categories stated in this section. Such affirmative 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Additionally, Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to the categories stated in this section.

5.8 Entitlements

The City will provide its assistance and cooperation to the Developer in connection with any entitlement applications for the Project.

5.9 Defects in Plans

The City shall not be responsible either to the Developer or to third parties in any way for any defects in the design review set forth herein, nor for any structural or other defects in any

work done according to the approved designs, construction drawings, or plans set for which City approval is required under this Agreement, nor for any delays reasonably caused by the review and approval process established by this Section 5. Developer agrees to indemnify, defend and hold Indemnitees harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any defects in any work done according to the approved designs, construction drawings, or plan sets, or from delays caused by the review and approval process.

5.10 Marketing Plan

Prior to the conveyance of the Site and the closing of the Construction Loan, Developer shall submit a marketing plan to the City for its approval. The Marketing Plan shall include, but not be limited to, Developer's marketing plan describing in reasonable detail the following: (i) how the affordable units shall be marketed and advertised to City residents, business owners, and the public and (ii) how the waiting list will be compiled and formed, if applicable. The Marketing Plan shall include reasonable measures for marketing to existing City residents, relatives of residents, business owners within the City, and individuals employed within the jurisdictional boundaries of the City of Roseville, subject to the provisions of applicable law. Additional outreach may be required by City based on special needs populations and other population demographics aimed to be served by the Project, subject to the provisions of applicable law.

5.11 Performance and Payment Bonds

As a condition precedent to beginning construction of the Project, the Developer shall provide the City with a performance bond obtained by Developer or contractor in favor of the Developer as a named obligee, and a payment bond securing payment of all labor and material suppliers and subcontractors for the work as stated in the construction contract for the Project. The bonds shall be written with a surety admitted in the State of California. Each bond shall be in an amount of four million three hundred sixty thousand dollars ($4,360,000), representing the combined amount of the Affordable Housing Funds Loan and the Housing Successor Funds Loan, in a form approved by the Roseville City Attorney. City may elect to waive the performance bond requirement in the event that Developer's primary lender waives its performance bond requirement.

5.12 Public Safety Protections

Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Site or Developer's activities in connection with the Site during the course of construction, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

5.13 City Access to the Site

Developer shall, with twenty-four (24) hours prior notice, permit City representatives access, without charge, to the entire Site at any time during the course of construction and for any purpose which City reasonably considers necessary to carry out its obligations and protect its interests under this Agreement. Purposes for City entry may include, without limitation, inspection of all work being performed in connection with the construction of the Project.

5.14 Project Sign

If Developer places a sign on the Site during construction stating the names of the Project participants, it shall also name "the City of Roseville" as a participant in the Project. The City name on the sign shall be in letters not less than the size of letters used to name any of the other participants.

5.15 Notification of General Contractors, Architects and Engineers

Developer shall assure notification of the Project contractors, architects and engineers for the Project of the requirements of this Agreement. Where applicable, Developer shall include the provisions of this Agreement in construction contracts, subcontracts, materials and supplies contracts and services and consulting contracts for the Project, and Developer shall undertake the enforcement of such provisions.

5.16 Intentionally Deleted

5.17 Intentionally Deleted

5.18 Relocation

If and to the extent acquisition or City's disposition of the Site or any aspect of development or operation of the Project results in the permanent or temporary displacement of any occupants of the Site, the following shall apply: (a) Developer shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits (collectively referred to as the "Relocation Laws"); and (b) Developer shall be solely responsible for payment of any relocation benefits (if any) to any displaced persons and any other obligations (if any) associated with complying with the Relocation Laws. Developer also hereby agrees to indemnify, defend and hold the Indemnitees harmless from any and against any and all claims and liabilities arising directly or indirectly as a result of or in connection with the breach of Developer's obligations set forth in this Section 5.18.

6. FINANCING FOR THE PROJECT

6.1 Financing Plan

It is contemplated that Developer will finance the Project through a combination of:

(a) Developer equity, consisting of equity raised by the syndication of limited partnership interests in the Developer to reputable investors (the "Syndication") wishing to acquire federal low-income housing tax credits obtained pursuant to 26 U.S.C. § 42 (the "Federal Tax Credits");

(b) the Construction Loan and, following repayment of the Construction Loan, the Permanent Loan; and

(c) the Affordable Housing Funds Loan; and

(d) the Housing Successor Funds Loan; and

(collectively, the "Project Financing").

6.2 Final Project Budget

Prior to the Construction Loan Closing, the Developer and the third-party lenders and/or investors providing the Project Financing shall agree on the final Project Budget (the "Final Project Budget").

6.3 Financing Commitments

The Developer shall use commercially reasonable efforts to obtain financing for the Project, including, without limitation, (a) a commitment for the Affordable Housing Funds Loan, (b) a commitment for the Housing Successor Funds Loan, (c) a commitment for the Construction Loan, (d) a commitment for the Permanent Loan, and (e) a reservation for the Federal Tax Credits, (collectively, the "Project Financing"). The City agrees to allow the Developer six (6) successive rounds to apply for four percent (4%) Federal Tax Credits from the California Tax Credit Allocation Committee ("TCAC").

6.4 Developer Right to Terminate

At any time prior to the Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to City if the Developer has been unable to obtain all or any portion of the Project Financing on terms and conditions reasonably satisfactory to the Developer after the final round for the award of Federal Tax Credits in calendar year 2019.

7. CONVEYANCE OF PROPERTY

7.1 Purchase and Sale of City-Owned Parcels

The City agrees to sell and convey to the Developer, and the Developer agrees to purchase and acquire from City, not later than the Construction Loan Closing, the City-Owned Parcels for a purchase price equal to One Hundred Seventy Eight Thousand One Hundred Fifty Five Dollars ($178,155) (the "Purchase Price").

7.2 Escrow

Within three (3) calendar days of the opening of the Construction Loan Escrow, the parties to this Agreement shall deposit the Grant Deed attached to this Agreement into Escrow for the purpose of conveying the City-Owned Parcels from the City to Developer.

7.2.1 Costs of Escrow

The Developer shall pay the premiums for the Lender's Title Policy, the Developer's Owner Title Policy. The City shall pay documentary transfer tax, if any, due with respect to the conveyance of the City-Owned Parcels. Developer agrees to pay all fees, charges, and costs which arise from Escrow.

7.2.2 Escrow Instructions

This Agreement constitutes the joint escrow instructions of Developer and City, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close Escrow in the shortest possible time. All funds received in the Escrow shall be deposited with other escrow funds and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the City's Conditions to Conveyance of the City-Owned Parcels and the Developer's Conditions to Acquire the City-Owned Parcels as set forth under Section 7.4 and 7.5 have been satisfied and when all of Developer's and the Construction Loan conditions precedent to closing the Construction Loan have been satisfied.

7.2.3 Closing

This transaction shall close within thirty (30) calendar days of the parties satisfaction of all of City's and Developer's conditions precedent as set forth in Sections 7.4 and 7.5 hereof, but in no event later than July 1, 2019 (the "Outside Date"). The Closing shall occur at a location within the County of Placer at a time and place reasonably agreed on by the Parties. The "Closing" shall mean the time and day the Construction Loan documents are recorded in the Official Records.

7.3 Title Insurance

Subject to the terms and conditions of this Agreement, the City, concurrently with the Construction Loan Closing, will cause the Title Company to issue to the Developer an ALTA owner's form policy of title insurance (the "Developer Title Policy"), with liability in the amount of the total of the equity raised from the Syndication plus the principal amounts of the Construction Loan, the Affordable Housing Funds Loan, the Housing Successor Funds Loan, showing fee title to the Site vested in Developer, subject only to such liens and other exceptions as may be approved by the Developer ("Issuance of the Developer Title Policy").

Subject to the terms and conditions of this Agreement, the Developer, concurrently with the Construction Loan Closing, will cause the Title Company to issue to City an ALTA lender's

coverage policy of title insurance to the City, with liability in the amount of the Affordable Housing Funds Loan and the Housing Successor Funds Loan.

7.4 City's Conditions to Conveyance of the City-Owned Parcels

The City's obligation to convey the City-Owned Parcels to Developer shall be subject to satisfaction of the following conditions precedent:

(a) Site Plan Approval; Other Approvals

The Developer has secured and possesses the following approvals from the City: (1) Site Plan Approval, (2) approvals required pursuant to Sections 5.2 and 5.3, and (3) Marketing Plan approval pursuant to Section 5.10.

(b) Final Project Budget

The City has approved Developer's Final Project Budget and Developer's binding commitments for the Project Financing.

(c) Final Construction Documents

The City has received a full set of the Final Construction Documents for the construction of the Improvements.

(d) Organizational Documents

The City has received a copy of such portions of the organizational documents (e.g., partnership agreement, limited liability company operating agreement) of the Developer or the Developer's successor-in-interest as the City deems reasonably necessary to document the power and authority of the organization to perform its obligations under this Agreement. The Developer has also made full disclosure to the City of the names and addresses of all persons and entities that have a beneficial interest in the Developer, excluding, if the Developer is a limited partnership, the limited partners in the Developer.

(e) Building Permit

The Building Permit for the Improvements has been issued or is ready to be issued upon only payment of a sum certain.

(f) Work to Commence

The City shall be reasonably satisfied that the work of the Improvements will commence not later than ninety (90) calendar days after the Issuance of the Developer Title Policy and will thereafter be completed in a diligent manner.

(g) Title Insurance

The Title Company is prepared to issue its ALTA lender's coverage policy of title insurance to the City as required by Section 7.3.

(h) Assignment of Plans and Architect's Contract

The Developer shall collaterally assign to City the Final Construction Documents for the Improvements, which assignment shall be expressly subordinate to any concurrent or subsequent assignment by the Developer to the Construction Lender and/or the Permanent Lender.

(i) Management Plan

The City has received from the Developer a comprehensive management plan for the Project, including a fair housing component.

(j) Management Agreement

The City shall receive a copy of agreement between the Developer and a reputable and experienced property manager for management of the Project (the "Management Agreement"), which Management Agreement shall be consistent with this Agreement and the Affordable Housing Regulatory Agreement. The City hereby approves of the use of St. Anton Multifamily, Inc. as a reputable and experienced property manager for initial management of the Project. Developer and City agree that any property management fee paid pursuant to the Management Agreement shall not exceed six percent (6%) of the Project's "effective gross income".

(k) Documents Executed

Developer shall have duly executed the Notes, Deeds of Trust, and Affordable Housing Regulatory Agreement, and any other documents required hereunder with signatures acknowledged (as applicable) and deposited them into Escrow.

(l) Representations and Warranties

The representations of the Developer contained in this Agreement shall be correct in all material respects as of the Issuance of the Developer Title Policy.

(m) No Default

No Event of Default by the Developer shall then exist, and no event shall then exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default by the Developer.

7.5 Developer's Conditions to Acquire the Site

Developer's obligation to acquire the City-Owned Parcels from City shall be subject to satisfaction of the following conditions precedent or Developer's written waiver of such conditions precedent in its sole and absolute discretion:

(a) Developer's Approval or Disapproval of Physical and Environmental Condition of Site During Due Diligence Period.

Developer shall have approved the physical and environmental condition of the Site during the Due Diligence Period or be deemed to have so approved the physical and environmental condition of the Site, in accordance with Section 4.1.

(b) Land Use Entitlements.

Developer shall have approved or be deemed to have so approved the Land Use Entitlements for the Project, in accordance with Section 4.3.

(c) Building Permit.

Developer's receipt of a building permit from the City for the Project.

(d) Project Budget.

The City, Developer, Construction Lender shall have approved the Project Budget.

(e) Financing.

The Developer shall have obtained commitments for the Project Financing in the form acceptable to the Developer, and City shall have approved, in the exercise of its reasonable discretion, the financing for the Improvements as follows:

(i) Construction Loan. True and complete copies of the Construction Loan documents evidencing the obligation of an Institutional Lender, subject only to reasonable and customary conditions, to make the Construction Loan to Developer.

(ii) Tax Credit Financing. Documentary evidence reasonably acceptable to the City that Developer has committed, or caused to be committed, an equity investment in the Federal Tax Credits, which commitment may be subject only to reasonable and customary conditions.

(iii) Take-Out Loan Commitment. A commitment from an Institutional Lender (including, without limitation, the Construction Lender), subject only to reasonable and customary conditions, pursuant to which said lender agrees to make a permanent loan to Developer (or to convert the Construction Loan to its permanent phase), with a term of not less than fifteen (15) years, in sum sufficient, when added to any equity investment made in connection with the Federal Tax Credits to be disbursed for such purpose, to take-out (or convert) any existing short-term financing.

(f) Condition of Title.

Developer shall have approved of the condition of title to the City-Owned Parcels. With respect thereto, City shall, within thirty (30) calendar days after the Effective Date, cause the Title Company to provide to Developer a Preliminary Title Report, with copies of all exceptions noted therein (the "Report"). Developer also intends to obtain a survey for the Site. Developer shall have thirty (30) calendar days after receipt of the Report to notify City of Developer's approval or disapproval of any of the exceptions in the Report. If Developer objects to any exception or exceptions in the Report or anything shown on the Survey, City shall notify Developer within ten (10) calendar days after City's receipt of Developer's disapproval notice whether or not City will cause such exception(s) to be removed by the Site Closing. If City does not timely agree to cause any such exception to be removed, City shall be deemed to have declined to cause such disapproved exception(s) to be removed. If City does not timely agree or is deemed to not have agreed to cause such disapproved exception(s) to be removed, Developer shall, within ten (10) calendar days after receipt of City's notice or within ten (10) calendar days after the deadline for City's delivery of such notice, whichever first occurs, elect either to waive the exception or terminate this Agreement by written notice to City. If Developer fails to timely deliver written notice to City waiving an exception that it has previously disapproved, Developer shall be conclusively deemed to not have waived such exception and/or objection and this Agreement shall be terminated. From and after the Effective Date and continuing until the earlier of (i) the Close of the City-Owned Parcels Escrow; and (ii) termination of this Agreement, the City shall not further encumber the City-Owned Parcels with additional exceptions to title or matters which would be shown on a Survey without Developer's prior written consent. The condition of title approved by Developer or deemed to be approved by Developer as provided herein is referred to as the "Approved Title Condition."

(g) Title Insurance

The Title Company shall be prepared to issue its ALTA owner's form policy of title insurance, with liability in the amount of the total of the equity raised from the sale of the Federal Tax Credits plus the principal amount of the Construction Loan, the Affordable Housing Funds Loan, and the Housing Successor Funds Loan, showing fee title to the Site and title to the improvements located thereon vested in Developer in the Approved Title Condition, subject only to the liens of the Project Financing, and such other exceptions as Developer previously approved (the "Developer Title Policy").

(h) No Default

No Event of Default by City shall then exist, and no event shall then exist which, with only the giving of notice or the passage of time or both, would constitute an Event of Default by City.

(i) Documents Executed

City shall have duly executed the Grant Deed, and any other documents required hereunder with signatures acknowledged (as applicable) and deposited them into Escrow.

7.6 Developer Right to Terminate

At any time prior to the conveyance of the Site, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to the City if it has been unable, within fifteen (15) calendar days from the time provided in the Schedule of Performance, to satisfy any of the conditions set forth in Section 7.5.

7.7 City Right to Terminate

At any time prior to the Issuance of the Developer Title Policy, the City, if it is not then in material default under this Agreement, may terminate this Agreement by giving thirty (30) calendar days, notice to the Developer if, within thirty (30) calendar days from the time provided in the Schedule of Performance (as such time may be extended by the mutual agreement of the parties), the Developer has failed to satisfy any of the conditions set forth in Section 7.4. That notwithstanding, if the Developer, during said thirty (30) calendar day notice period, satisfies said conditions, then the City notice of termination shall be deemed nullified thereby.

7.8 Waiver of Conditions

The conditions set forth in Section 7.4 are for City's benefit only and the City may waive all or any part of such rights by notice to Developer and the Escrow Holder.

8. AFFORDABILITY COVENANTS

In accordance with the Affordable Housing Regulatory Agreement, ten percent (10%) of the dwelling units in the Project shall be rented to tenants whose incomes do not exceed fifty percent (50%) of area median income at rents affordable to such tenants for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. Ninety percent (90%) of the dwelling units in the Project shall be rented to tenants whose incomes do not exceed sixty percent (60%) of area median income at rents affordable to such tenants for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. One (1) unit in the Project may be a manager's unit; provided, however, if not so used, it shall be rented to a tenant whose income does not exceed sixty percent (60%) of area median at rents affordable to such tenant.

The dwelling units shall be rented at affordable rent as defined by California Health and Safety Code Section 50053 and adjusted for each applicable income level and for family size appropriate for the unit. If the Project qualifies for Federal Tax Credits, then those rules for affordable rent rates, applicable income levels and family size for each unit shall apply in lieu of the requirements of the preceding sentence, but only for so long as the California Tax Credit Allocation Committee regulatory agreement is in effect. For purposes hereof, “Area Median

Income" shall mean the area median income for the Sacramento Metropolitan Statistical Area as published by the U.S. Department of Housing and Urban Development (HUD).

9. PHYSICAL CONDITION OF PROPERTY

9.1 Hazardous Materials Remediation

If, prior to the Construction Loan Closing, Developer discovers Hazardous Materials, then Developer, subject to the condition set forth below, shall have the right, prior to the Construction Loan Closing and provided that Developer is not then in material default under this Agreement (subject to the notice and cure provisions of Section 14.1), to terminate this Agreement by thirty (30) calendar days' written notice to City. Developer's right to terminate this Agreement shall be subject to the condition precedent that Developer first have submitted to City any and all information then available to Developer as to the nature and scope of the Hazardous Materials discovered and as to the cost estimated to remediate them, if any such cost estimate exists. Notwithstanding the foregoing, the City acknowledges and agrees that neither this Section 9.1, nor any other term, provision or condition of this Agreement obligates the Developer, as between it and City to remediate, or to incur any cost to remediate, any Hazardous Materials existing on, at, under or about the City-Owned Parcels prior to the Construction Loan Closing, regardless of when such Hazardous Materials are discovered.

9.2 Hazardous Materials Indemnity

To the fullest extent permitted by law, Developer shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) the Indemnitees from and against any and all losses, costs, claims, expenses, damages (including, without limitation, foreseeable or unforeseeable consequential damages) and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of the use, handling, production, transaction, disposal, presence, release or storage of any Hazardous Materials in, under or on the City-Owned Parcels or the Project, except to the extent caused by the Indemnitees' gross negligence or willful misconduct or to the extent the Hazardous Materials first arose on at or under the Site prior to the Construction Loan Closing. This indemnity shall survive termination of this Agreement and issuance of the Certificate of Completion.

10. CITY FINANCING

10.1 Affordable Housing Funds Loan

Subject to the terms and conditions of this Agreement, the City agrees to make a loan to the Developer in the principal amount of Three Million Seven Hundred Sixty Thousand Dollars ($3,760,000) (the "Affordable Housing Funds Loan"), which shall be evidenced by a promissory note substantially in the form attached hereto as Attachment No. 6 (the "Affordable Housing Funds Note") bearing interest at a simple interest rate of three percent (3%) per annum, with payments made as provided in the Affordable Housing Funds Note. Repayment of the Affordable Housing Funds Loan, including all principal and accrued interest shall commence upon Certificate of

Occupancy for the Project and be made in annual payments from 50% of the Residual Cash Flow (as defined below) to the extent Residual Cash Flow is available. The Affordable Housing Funds Loan shall be repaid first with available Residual Cash Flow. The Affordable Housing Funds Loan balance and any interest thereon, if applicable, shall be due in full fifty-five (55) years from the date of recordation of the Certificate of Completion. The Affordable Housing Funds Note shall be secured by a deed of trust substantially in the form attached hereto as Attachment No. 7 (the "Affordable Housing Funds Deed of Trust") encumbering the Developer's fee estate in the Site, which shall be junior and subordinate in all regards to the deeds of trust securing the Construction Loan, and following repayment of the Construction Loan, the Permanent Loan, but senior to the deed of trust securing the Housing Successor Funds Loan. Notwithstanding anything to the contrary contained herein, the Affordable Housing Funds Loan shall be a nonrecourse obligation of the Developer. For purposes hereof, the following terms shall have the designated meanings:

(a) "Residual Cash Flow" means, for each calendar year commencing upon the funding of the Permanent Loan, Revenues less the sum of: (i) Operating Expenses, (ii) Debt Service, (iii) deposits made to any reserves established by or for the benefit of the Developer, (iv) deferred developer fees paid by the Developer, (v) partnership management and asset management fees in an aggregate amount of $30,000 increasing 3% annually, (v) any tax credit adjuster payments, and (vi) an annual audit fee, in an amount not to exceed an aggregate amount for each calendar year that is within custom and standard of certified public accountants practicing in Placer County, California, who prepare annual audits for comparable properties; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

(b) "Permanent Loan" means the long-term permanent loan for the Project.

(c) "Revenues" means all rental revenues of the Project in a calendar year, including without limitation, rental income and Section 8 housing assistance payments, if any.

(d) "Operating Expenses" actual, reasonable and customary (for comparable quality, newly constructed rental housing developments in Placer County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Project in a calendar year, including, without limitation: Ground Lease rent, painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the capital replacement reserve, fees and expenses of property management and common area expenses, fees and expenses of accountants, attorneys and other professionals, the cost of social services, repayment of any completion or operating loans made to the Developer, its successors or assigns, and other actual operating costs and capital costs which are incurred and paid by the Developer, but which are not paid from reserve accounts.

(e) "Debt Service" means payments made in a calendar year pursuant to the financing obtained for the acquisition, construction, operation or ownership of the Project, but excluding payments made pursuant to the Notes.

10.2 Housing Successor Funds Loan

Subject to the terms and conditions of this Agreement, in addition to the Affordable Housing Funds Loan, the City agrees to make a loan to the Developer in the principal amount of Six Hundred Thousand Dollars ($600,000), derived from funds held by the City as the Housing

Successor to the former Redevelopment Agency of the City of Roseville (the "Housing Successor Funds Loan"), which shall be evidenced by a promissory note substantially in the form attached hereto as Attachment No. 6 (the "Housing Successor Funds Note") bearing interest at a simple interest rate of three percent (3%) per annum, with payments made as provided in the Housing Successor Funds Note. Repayment of the Housing Successor Funds Loan, including all principal and accrued interest shall commence upon Certificate of Occupancy for the Project and be made in annual payments from 50% of the Residual Cash Flow to the extent Residual Cash Flow is available. The Affordable Housing Funds Loan will be repaid in full prior to repayment of the Successor Funds Loan. The Housing Successor Funds Loan and any interest thereon, if applicable, shall be due in full fifty-five (55) years from the date of recordation of the Certificate of Completion. The Housing Successor Funds Note shall be secured by a deed of trust substantially in the form attached hereto as Attachment No. 7 (the "Housing Successor Funds Deed of Trust") encumbering the Developer's fee estate in the Site, which shall be junior and subordinate in all regards to the deeds of trust securing the Construction Loan, and following repayment of the Construction Loan, the Permanent Loan, and the Affordable Housing Funds Loan. Notwithstanding anything to the contrary contained herein, the Housing Successor Funds Loan shall be a nonrecourse obligation of the Developer.

10.3 General Terms and Conditions

The Developer shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Notes or the performance of the covenants of the Developer under the Deeds of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Notes and defaults by the Developer in the performance of its covenants under the Deeds of Trust shall be to the City-Owned Parcels described in the Deeds of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Notes of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Notes as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Notes and the performance of the Developer's obligations under the Deeds of Trust, except as hereafter set forth. Nothing contained herein is intended to relieve the Developer of its obligation to indemnify for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Site that are payable or applicable prior to any foreclosure under the Deeds of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the Deeds of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the City-Owned Parcels.

The City shall subordinate the Deeds of Trust to the lien of certain deeds of trust securing the Project Financing provided the subordination documents provide the City with reasonably adequate notice and cure rights to enable the City to avoid foreclosure of the deeds of trust securing the Project Financing.

10.4 Affordable Housing Regulatory Agreement

Concurrently with execution and delivery of the Notes, and prior to and as a condition precedent to funding any portion of the Affordable Housing Funds Loan or Housing Successor Funds Loan, the Developer shall also execute and deliver an "Affordable Housing Regulatory Agreement" setting out the Developer's obligations to develop and use the Site for affordable housing purposes, as provided under Section 8. The Affordable Housing Regulatory Agreement shall be in substantially the form attached hereto as Attachment No. 8 and incorporated herein by reference. The Affordable Housing Regulatory Agreement shall be recorded against the Site. The City agrees that the Affordable Housing Regulatory Agreement on the Site and any restrictions set forth in this Agreement shall be subordinate to any regulatory, deed of trust, or other covenants and restrictions relating to the Project Financing, in an amount reasonably approved by the City Manager, provided that such subordination conforms to the circumstances authorized by California Health and Safety Code Section 33334.14(a).

11. CERTIFICATE OF COMPLETION

Promptly after completion of all construction and development of the Improvements in substantial conformity with the Final Construction Documents and the Scope of Development, and subject to the approval of the Roseville City Council, the City shall furnish Developer with a final Certificate of Completion. Such final Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction and development required by this Agreement upon the Site. The Certificate of Completion shall be in such form as to permit it to be recorded in the Official Records of the County. If the City refuses or fails to furnish the applicable Certificate of Completion upon request therefor, the City shall, within fifteen (15) calendar days after such failure, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain the Certificate of Completion. If the reason for such refusal is confined to either (a) the immediate unavailability of specific items or materials for landscaping or (b) the need only to complete "punch list" items, the City will issue the Certificate of Completion upon the posting of a bond by Developer with the City in an amount representing the fair value of the work not yet completed. If the City fails to provide such written statement within said fifteen (15) day period, the Developer shall be deemed entitled to the Certificate of Completion.

The City's issuance of a Certificate of Completion shall constitute a conclusive determination of satisfaction of Developer's obligations under Section 5 of this Agreement.

12. INTENTIONALLY DELETED

13. INDEMNIFICATION AND INSURANCE

13.1 Nonliability of City

Developer acknowledges and agrees that:

(a) The City neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform the Developer of any matter in connection with the Project, including matters relating to: (i) the final construction drawings, (ii) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (iii) the progress of the Project and its conformity with the final construction drawings; and the Developer shall rely entirely on its own judgment with respect to such matters and acknowledge that any review, inspection, supervision, approval or information supplied to the Developer by the City in connection with such matters is solely for the protection of the City and that neither the Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of this Agreement: (i) the City is not a partner, joint venturer, developer, alter-ego, manager, controlling person or other business associate or participant of any kind of the Developer and the City does not intend to ever assume any such status; (ii) the City shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Developer;

(c) The City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, any portion of the Site whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of the Developer or any of the Developer's agents, employees, contractors, licensees or invitees; or (iii) any accident on any portion of the Site or any fire or other casualty or hazard thereon not caused by the Indemnitees; and

(d) By accepting or approving anything required to be performed or given to under this Agreement, including any certificate, financial statement, survey, appraisal or insurance policy, the City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by the City to anyone.

13.2 Indemnity

The Developer shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the Indemnitees from and against any and all losses, costs, claims, expenses, damages (including, without limitation, foreseeable or unforeseeable consequential damages) and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of (a) the death of any person, (b) damage, injury or loss to any person, (c) damage or injury to any property occurring or resulting directly or indirectly from the use, occupancy or development of the Site pursuant to this Agreement, (d) claims, expenses, reasonable attorney’s fees, judgments associated with or arising out of the relocation of tenants, (e) claims, expenses, reasonable attorney’s fees, judgments associated with or arising out of the City’s approvals of the Project, (f) the activities of the Developer or its officers, directors, employees, agents, servants or contractors,

or (g) the failure to pay prevailing wages if required by law, or from any other cause, except to the extent caused by the Indemnitees' gross negligence or willful misconduct. This indemnity shall survive termination of this Agreement and issuance of the Certificate of Completion.

13.3 Insurance

With regard to this Agreement, the Developer shall obtain and maintain, and require the contractor and subcontractors for the Project to obtain and maintain such insurance as will protect them, respectively, from the following claims which may result from the operations of the Developer, contractor, subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation benefit acts; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; (d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Developer, or (2) by any other person; claims for damages, other than to the construction itself, because of injury to or destruction of tangible property, including resulting loss of use; (e) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; claims, expenses, reasonable attorney's fees, judgments associated with or arising out of the City's approvals of the Project; and (g) claims for contractual liability arising from the Developer's obligations under this Agreement.

The Developer shall assure that the insurance required by this Section shall be written with a deductible of not more than One Hundred Thousand Dollars ($100,000) or an amount approved by City, and for limits of liability which shall not be less than the following.

13.3.1 Workers' Compensation. Workers' compensation coverage shall be written for the statutory limits as required by Section 1 (commencing with Section 3700) of Chapter 4 of Part 1 of Division 4 of the California Labor Code (as it may, from time to time, be amended) and having an employer's liability of not less than $1,000,000 per occurrence. The workers' compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

13.3.2 Comprehensive General Liability. Commercial general liability coverage shall include premises-operations, independent contractor's protective, products and completed operations (for four years), broad form property damage, and contractual liability coverage with employment exclusion deleted (or such other substantially similar coverage as may be approved by Agency Counsel). Such insurance shall have limits of liability which are not less than $2,000,000, each occurrence, for bodily injury coverage, and for products and completed operations coverage, and aggregate of $4,000,000; and $2,000,000 each occurrence for property damage coverage, and aggregate of $4,000,000. The general liability policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

13.3.3 Comprehensive Automobile Liability. Comprehensive automobile liability coverage for any vehicle used for, or in connection with, the Project (owned, non-owned,

hired, leased) having limits of liability which are not less than $1,000,000 combined single limits per accident.

13.3.4 Fire, Hazard and Extended Coverage Insurance. For the duration of this Agreement, the Developer shall obtain and maintain fire and hazard insurance to the full insurable value of the Site with endorsements of extended coverage, vandalism, and malicious mischief, and with such other endorsements and in such amounts as the City may reasonably require to protect the Project. In the event of damage to the Project and subject to the requirements of any lender, the Developer shall use the proceeds of such insurance to reconstruct the Project.

13.3.5 Approval of Insurer. Each policy of insurance required under this Agreement shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of AVII, or such other equivalent rating, as may reasonably be approved by City's Risk Manager. Each policy shall contain the following provisions stated below.

13.3.6 Additional Insured. During the term of construction, City and its officers, agents, employees, and volunteers shall be additional insured on all insurance policies, except the fire and hazard insurance and the worker's compensation policy, unless otherwise approved by City's Risk Manager in writing. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations.

13.3.7 Cancellation. Each policy shall bear an endorsement precluding cancellation or termination of the policy or reduction in coverage unless the City has been given written notice of such intended action at least thirty (30) calendar days prior to its effective date.

13.3.8 Failure to Maintain. If the Developer fails to obtain or maintain, or cause to be obtained and maintained, any insurance required by this Agreement, the City shall have the right to purchase the insurance on the Developer's behalf, and the Developer shall promptly reimburse the full cost of such insurance to the City. If the Developer fails to reimburse the City for insurance, the amount of unpaid reimbursement shall bear interest, at the maximum rate permissible under the law, until paid.

13.3.9 Blanket Coverage. The Developer's obligation to carry insurance as required under this section may be satisfied by coverage under a "blanket" policy or policies of insurance (as the term is customarily used in the insurance industry); provided, however, that the City shall nevertheless be named as an additional insured under such blanket policy or policies to the extent required by this section, the coverage afforded the City will not be reduced or diminished thereby, and all of the other requirements of this section with respect to such insurance shall otherwise be satisfied by such blanket policy.

13.4 Reimbursement of City

The Developer shall, within thirty (30) calendar days after written demand, reimburse the City for all costs reasonably incurred by the City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants) in connection with the City

enforcement of the Project Documents and all related matters, including, without limitation, the following: (a) the City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document; and (b) all claims, demands, causes of action, liabilities, losses, and other costs against which the City is indemnified under the Project Documents. Such reimbursement obligations shall bear interest from the date occurring thirty (30) calendar days after the City makes written demand to Developer at the rate of ten percent (10%) per annum. Such reimbursement obligations shall survive termination of this Agreement and issuance of the Certificate of Completion.

14. DEFAULTS AND REMEDIES

14.1 Event of Default

Any of the following events or occurrences with respect to either party shall constitute a material breach of this Agreement and, after the expiration of any applicable cure period, shall constitute an "Event of Default" by such party:

(a) The failure by either party to pay any amount in full when it is due under this Agreement, if the failure has continued for a period of thirty (30) calendar days after the party entitled to payment demands in writing that the other party cure that failure.

(b) The failure by either party to perform any other obligation under this Agreement, including, without limitation, the other Project Documents, if the failure has continued for a period of thirty (30) calendar days after demand in writing that such party cure the failure; provided, however, if such failure cannot reasonably be cured within such thirty (30) calendar day period, such party may have such longer period of time as may be reasonably necessary to cure the failure provided that cure is commenced within such thirty (30) calendar day period, and thereafter diligently prosecuted to completion.

14.2 No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

14.3 Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by another party.

15. NOTICES

All notices, consents, demands, approvals and other communications (the "Notices") that are given pursuant to this Agreement shall be in writing to the appropriate party and shall be deemed to have been fully given when delivered, including delivery by commercial delivery service, or if deposited in the United States mail, certified or registered, postage prepaid, when received or refused. All Notices shall be addressed as follows:

If to the Developer: Junction Station, LP
1801 I Street, Suite 200
Sacramento, CA 95811

If to City: City of Roseville
Attn: Housing Division
316 Vernon Street, Suite 150
Roseville, CA 95678

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

16. LIMITATIONS ON TRANSFERS AND ASSIGNMENT OF THIS AGREEMENT

16.1 Transfer and Assignment

Except as otherwise permitted herein, prior to completion of the Improvements, the Developer shall not (i) transfer its rights and obligations under this Agreement or (ii) sell, assign, transfer, encumber, pledge or lease the Project without the City's prior written consent, which consent may be granted or withheld at the sole and absolute discretion of the City. This prohibition shall not be deemed to prevent the (i) granting of easements or licenses to facilitate the construction of the Improvements or the development of the Site, (ii) any mortgage or deed of trust permitted by this Agreement, (iii) any residential leases to tenant entered into by the Developer in the normal course of business for improvements, (iv) recordation of any parcel map with respect to the Site, (v) transfer of limited partnership interests in Developer, (vi) assignment by Developer of its rights and obligations under this Agreement to an affiliate of Developer which is owned and controlled by Developer or to a limited partnership in which Developer acts as a general partner (as shown by evidence delivered and acceptable to City), and (vii) the appointment by the tax credit investor limited partner of an additional or replacement general partner affiliated with such tax credit investor limited partner pursuant to an exercise of remedies under the limited partnership agreement of Developer after a breach or default by a general partner thereunder. Upon the issuance of the Certificate of Completion, subject to the prior written approval of the City, which approval shall not be unreasonably withheld or delayed, the Developer may transfer the Site and assign its interest in this Agreement to a transferee subject to the Affordable Housing Regulatory Agreement and the other Loan Documents so long as such

transferee agrees in writing to assume and be bound by all of the covenants and conditions set forth in this Agreement.

16.2 Security Financing; Rights of Holders

(a) No Encumbrances Except Mortgages, Deeds of Trust, or Other Conveyance for Financing for Development.

(1) Notwithstanding Section 16.1 or any other provision herein to the contrary, mortgages, deeds of trust, sales and leaseback, or any other form of encumbrance or conveyance required for any reasonable method of construction and permanent financing are permitted but only for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Project (including reasonable and customary loan fees and costs, and other normal and customary project costs and/or tenant improvement costs), and City will subordinate its Deeds of Trust, this Agreement, and Regulatory Agreement to any such financing pursuant to a reasonable subordination agreement if required by the applicable lender. Further, to the extent necessary to make the Project financing feasible, and subject to the City's reasonable approval of the terms thereof, the City shall consent to encumber its fee interest (if applicable) in the Site in connection with Developer's financing for the Project.

(2) The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

(b) Noninterference with Holders.

The provisions of this Agreement do not limit the right of Holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Site and the improvements thereon, or the right of Holders to pursue any remedies for the enforcement of any pledge or lien encumbering the Site; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Site, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

17. ADMINISTRATION

Following approval of this Agreement by the City, this Agreement shall be administered and executed on behalf of the City. The Economic Development Director shall have the authority to issue interpretations, waive terms and conditions, and enter into amendments to the Schedule of Performance on behalf of City provided that such actions do not substantially change the uses or development permitted on the Site or materially add to the costs of the City provided herein. However, all amendments to this Agreement require the approval of the Roseville City Council.

18. MISCELLANEOUS

18.1 Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

18.2 Prior Agreements; Amendments; Consents

This Agreement contains the entire agreement between the City and the Developer with respect to the Site, and all prior negotiations, understandings and agreements are superseded by this Agreement. No modification of this Agreement (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given.

18.3 Governing Law; Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Assuming proper service of process, the Developer and the City waive any objection regarding personal or in rem jurisdiction and agree that venue shall be proper in the County of Placer, California.

18.4 Severability of Provisions

No provision of this Agreement that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement are hereby declared to be severable.

18.5 Headings

Section headings are included in this Agreement for convenience of reference only and shall not be used in construing this Agreement.

18.6 Time of the Essence

Time is of the essence of this Agreement.

18.7 Conflict of Interest

No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

18.8 Warranty Against Payment of Consideration

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

18.9 Nonliability of City Officials and Employees

No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any material default or breach by the City or for any amount which may become due to the Developer or successor, or on any obligation under the terms of this Agreement.

18.10 Submission of Documents and Other Matters for Approval

Whenever this Agreement requires either party to submit plans, drawings, documents or other matters to the other party for approval, and there is no time specified herein for such approval, the submitting party may submit a letter requiring approval or rejection by the other party of the documents or matter submitted within ten (10) calendar days after submission, and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving party, all approvals required hereunder by either party shall be reasonable and not unreasonably withheld or delayed. This section shall not apply to the approval of documents required as part of the City's entitlement and building permit process.

18.11 Force Majeure

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; litigation beyond the reasonable control of a party; unusually severe weather; inability, despite best efforts, to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond the reasonable control of a party; acts of the other party; acts or the failure to act of any public or governmental entity (except that acts or the failure to act of City shall not excuse performance by City); or any other acts or causes beyond the reasonable control of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of the commencement of the cause.

Force Majeure shall serve also to extend the time by which any condition, for the benefit of either party, shall be satisfied under this Agreement.

18.12 Inspection of Books and Records

City has the right, at all reasonable times, to inspect the books and records of Developer regarding the Site as reasonably necessary to carry out the purposes of this Agreement.

18.13 Ownership of Data

If this Agreement is terminated, for any reason other than an event of default by the City, prior to the completion of the Project, the Developer shall deliver to the City, without representation and warranty and subject to the receipt of any third party consents, originals or copies of any and all data acquired for development of the Site, including but not limited to plans, reports and studies. The City shall reimburse the Developer for actual and verifiable costs of such documentation. The City shall have full ownership and rights to use such data provided, however, that the City's rights pursuant to this Section 18.13 shall be subordinate to the rights of any third-party lenders and/or investors providing the Project Financing.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City of Roseville on the ____ day of _____, 2018, and DEVELOPER has caused this Agreement to be executed.

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: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

JUNCTION STATION, LP, a California limited partnership

By: St. Anton Junction Station, LLC, a California limited liability company, its co-general partner

By: _____
Peter H. Geremia, Manager

By: PacH Anton South Holdings, LLC, a California limited liability company, its managing general partner

By: Pacific Housing, Inc., a California nonprofit public benefit corporation, its

By: _____
Mark A. Wiese, President

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF SITE

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows: Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:
Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

DATE	MILESTONE	RESPONSIBLE PARTY
No later than 3/30/2019	Submit CDLAC and TCAC applications for Project	Junction Station, LP
No less than 30 calendar days prior to close of escrow on Project site	Enter into a contract for and fund the full cost of an updated appraisal	Junction Station, LP
prior to issuance of building permits	Complete review process for well abandonment and well building demolition	Junction Station, LP
prior to issuance of building permits	Address electrical facilities and transformer in direct conflict with the proposed building improvements, including relocation of utilities	Junction Station, LP
No later than 5/30/2019	TCAC 4% & Tax Exempt Bond Applications Awarded	Junction Station, LP
No later than 5/30/2019	Secure Building Permit-Ready Letter	Junction Station, LP
No later than 7/1/19	Close Construction Financings	Junction Station, LP
No later than 90 days after Close of Construction Financings	Commence Construction	Junction Station, LP
No later than 10/1/21	Commence Tenant Selection Process	Junction Station, LP

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

The development will consist of an 80-unit housing community. The development will be located on approximately 1.3 acres of land in the City of Roseville, plus portions of the public streets and right of ways, and will be constructed in conformance with the entitlements approved by the City of Roseville. The development will consist of one (1) building that will be four (4) stories tall.

Of the 80-units, sixty (60) shall be one bedroom units, and twenty (20) shall be studio units. There will be approximately eighty-six (86) on-grade parking spaces distributed about the Site for residents, guests, and public parking. The business located at 127 Church Street will have three (3) spaces reserved for them and thirty-six (36) spaces will be reserved for public parking. The recreational amenity package shall include a community kitchen, tech center, gym space, offices for management and laundry facilities.

The development has been designed as workforce housing and will target low income households including veterans, and individuals with special needs.

ATTACHMENT NO. 4

AFFORDABLE HOUSING FUNDS PROMISSORY NOTE

_____, 201__

$3,760,000 Roseville, California

FOR VALUE RECEIVED, _____ (the "Maker"), having an address of _____, promises to pay the **CITY OF ROSEVILLE** ("Holder"), the initial principal sum of three million seven hundred sixty thousand dollars ($3,760,000)**,** or so much of said amount which may be advanced from time to time, with simple interest at the rate of **Three Percent (3%)** per annum.

1. This Note is made pursuant to Section 10.1 of that Disposition and Development Agreement dated as of _____ (the "DDA") between Maker and Holder. All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Pursuant to the DDA, Maker has acquired that certain real property defined in the DDA as the "Site", and will construct on the Site a residential housing project consisting of 80 residential units (the "Units"), one of which shall be a manager's unit and the rest of which shall be rented to qualified low income persons and families (the "Housing Project"), as described in the DDA and the Affordable Housing Regulatory Agreement dated concurrently herewith between Developer and Holder. Payment of this Note shall be made from 50% of the Residual Cash Flow (as defined in the DDA) to the extent Residual Cash Flow is available.

2. Payment of this Note is secured by a deed of trust having even date herewith, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. All principal and any interest thereon shall be due in full on the date that is fifty-five (55) years from the date of recordation of the Certificate of Completion (as defined in the DDA). Payment shall be made in lawful money of the United States to Holder at 311 Vernon Street, Roseville, California 95678. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

All payments on this Note shall be without expense to the Holder, and the Maker agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

4. A default by Maker under the DDA not cured within any applicable cure period under the DDA, and a failure to pay any sum due hereunder within ten (10) business days after it is due shall constitute an event of default under this Note.

If written request is made by Maker's limited partner, Holder shall also deliver a copy of default notice to such limited partner. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth hereinabove, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default under this Note or the DDA.

Upon the occurrence and continuance of any event of default, beyond the applicable cure period, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. At all times when Maker is in default hereunder, beyond the applicable cure period, by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

6. During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, Holder is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

7. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the DDA or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all reasonable costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

10. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

11. This Note shall be binding upon Maker, its successors and assigns. Except as permitted in the DDA, this Note shall not be assumable by the successors and assigns of Maker without the prior written consent of Holder.

12. This Note shall be construed in accordance with and be governed by the laws of the State of California.

13. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Except for misrepresentation, waste and willful misconduct, the obligation to repay this Note is a nonrecourse obligation of the Borrower.

15. Except for any misrepresentation or willful misconduct by Maker, and except as otherwise provided in the Deed of Trust, this Note is nonrecourse and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby, and the Holder must resort only to the Housing Project for repayment should the Maker fail to repay the sums evidenced hereby.

16. Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

17. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

18. Maker promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

19. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. This document, together with the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement, contains the entire agreement between the parties as to the loan. It may not be modified except upon written consent of the parties.

21. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

22. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the Construction Loan, and following repayment of the Construction Loan, the Permanent Loan.

23. If any term, condition or provision of this Note is in conflict with the term, condition or provision of the DDA, the Deed of Trust, or the Affordable Housing Regulatory Agreement, said term, condition or provision of the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement shall control to the extent of such conflict.

24. Maker may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Holder.

MAKER:

By:_____
Print Name:_____
Title:_____

ATTACHMENT NO. 5

FORM OF AFFORDABLE HOUSING FUNDS LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
AFFORDABLE HOUSING FUNDS LOAN

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2018, by and among _____ ("Trustor"), _____ Title Company, a California corporation ("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1:
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor three million seven hundred sixty thousand dollars ($3,760,000) to assist in the permanent financing of eighty (80) rental housing units (including one manager's unit) on the Property, of which seventy-nine (79) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the DDA.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of three million seven hundred sixty thousand dollars ($3,760,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Affordable Housing Regulatory Agreement of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2:
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to

the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such

receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3:
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the

same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4:
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the DDA). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 36 of the DDA.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from

time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6:
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory

actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's

security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the DDA, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7:
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation,

the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 14.1 of the DDA.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such

receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or

remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent' purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8:
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

_____
_____
_____
_____

with a copy to:

_____
_____

_____
_____

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, “Foreclosure”) with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

By:
Print Name:
Title:

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by _____ (the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of three million seven hundred sixty thousand dollars ($3,760,000) made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Disposition and Development Agreement executed by Trustor and Beneficiary (the "DDA") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the DDA between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.

2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

   _____
   _____
   _____
   _____

   The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 16.1 of the DDA shall not constitute a violation of the Loan Documents.

4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of _____,.

5. This Rider may be executed in counterparts.

In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR:

By:
Print Name:
Title:

BENEFICIARY:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

_____
Sonia Orozco
City Clerk

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_____ before me, _____, a Notary Public in and for said State, personally appeared, _____, proved to me 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_____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:
Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

ATTACHMENT NO. 6
FORM OF HOUSING SUCCESSOR FUNDS PROMISSORY NOTE

_____, 201__

$600,000 Roseville, California

FOR VALUE RECEIVED, _____ (the "Maker"), having an address of _____, promises to pay the **CITY OF ROSEVILLE** ("Holder"), the initial principal sum of six hundred thousand dollars ($600,000) or so much of said amount which may be advanced from time to time, with simple interest at the rate of **Three Percent (3%)** per annum.

1. This Note is made pursuant to Section 10.2 of that Disposition and Development Agreement dated as of _____ (the "DDA") between Maker and Holder. All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Pursuant to the DDA, Maker has acquired that certain real property defined in the DDA as the "Site", and will construct on the Site a residential housing project consisting of 80 residential units (the "Units"), one of which shall be a manager's units and the rest of which shall be rented to qualified low income persons and families (the "Housing Project"), as described in the DDA and the Affordable Housing Regulatory Agreement dated concurrently herewith between Developer and Holder. Payment of this Note shall be made from 50% of the Residual Cash Flow (as defined in the DDA) to the extent Residual Cash Flow is available.

2. Payment of this Note is secured by a deed of trust having even date herewith, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. All principal and any interest thereon shall be due in full on the date that is fifty-five (55) years from the date of recordation of the Certificate of Completion (as defined in the DDA). Payment shall be made in lawful money of the United States to Holder at 311 Vernon Street, Roseville, California 95678. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

All payments on this Note shall be without expense to the Holder, and the Maker agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

4. A default by Maker under the DDA not cured within any applicable cure period under the DDA, and a failure to pay any sum due hereunder within ten (10) business days after it is due shall constitute an event of default under this Note.

If written request is made by Maker's limited partner, Holder shall also deliver a copy of default notice to such limited partner. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth hereinabove, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default under this Note or the DDA.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note

shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

6. During the existence of default or delinquency under the terms of this Note or the Deed of Trust, Holder is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

7. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the DDA or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

10. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

11. This Note shall be binding upon Maker, its successors and assigns. Except as permitted in the DDA, this Note shall not be assumable by the successors and assigns of Maker without the prior written consent of Holder.

12. This Note shall be construed in accordance with and be governed by the laws of the State of California.

13. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Except for misrepresentation, waste and willful misconduct, the obligation to repay this Note is a nonrecourse obligation of the Borrower.

15. Except for any misrepresentation or willful misconduct by Maker, and except as otherwise provided in the Deed of Trust, this Note is nonrecourse and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby, and the Holder must resort only to the Housing Project for repayment should the Maker fail to repay the sums evidenced hereby.

16. Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

17. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

18. Maker promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

19. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. This document, together with the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement, contains the entire agreement between the parties as to the loan. It may not be modified except upon written consent of the parties.

21. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

22. If any term, condition or provision of this Note is in conflict with the term, condition or provision of the DDA, the Deed of Trust, or the Affordable Housing Regulatory Agreement, said term, condition or provision of the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement shall control to the extent of such conflict.

23. Maker may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Holder.

MAKER:

By:_____
Print Name:_____
Title:_____

ATTACHMENT NO. 7
FORM OF HOUSING SUCCESSOR FUNDS LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
HOUSING SUCCESSOR FUNDS LOAN

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2018, by and among _____ ("Trustor"), _____ Title Company, a California corporation ("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as

provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1:
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor six hundred thousand dollars ($600,000) to assist in the permanent financing of eighty (80) rental housing units (and one manager's unit) on the Property, of which seventy-nine (79) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the DDA.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of six hundred thousand dollars ($600,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Affordable Housing Regulatory Agreement of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2:
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to

the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such

receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3:
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the

same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4:
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the DDA). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 36 of the DDA.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from

time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6:
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory

actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's

security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the DDA, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7:
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation,

the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 14.1 of the DDA.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such

receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or

remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent' purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8:
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

_____
_____
_____
_____

with a copy to:

_____
_____

_____
_____

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, “Foreclosure”) with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

By:
Print Name:
Title:

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by _____ (the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of six hundred thousand dollars ($600,000) made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Disposition and Development Agreement executed by Trustor and Beneficiary (the "DDA") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the DDA between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.

2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

   _____
   _____
   _____
   _____

   The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 16.1 of the DDA shall not constitute a violation of the Loan Documents.

4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of _____,.

5. This Rider may be executed in counterparts.

In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR:

By:
Print Name:
Title:

BENEFICIARY:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

_____
Sonia Orozco
City Clerk

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_____ before me, _____, a Notary Public in and for said State, personally appeared, _____, proved to me 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_____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:
Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

ATTACHMENT NO. 8

AFFORDABLE HOUSING REGULATORY AGREEMENT

NO FEE DOCUMENT
PER GOV'T CODE § 27383
RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: Junction Crossing Apartments)

This Affordable Housing Regulatory Agreement ("Regulatory Agreement") is made this ____ day of _____, 2018 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Junction Station, LP ("DEVELOPER").

RECITALS

A. WHEREAS, the City, both as a municipal corporation and as Housing Successor to the former Redevelopment Agency of the City of Roseville, currently owns portions of that certain real property generally located at 120 Pacific Street in Roseville, California (the "Site") as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, the City-owned portions of the Site were purchased in part by the former Redevelopment Agency of the City of Roseville with housing funds for the development of affordable housing.

C. WHEREAS, CITY and DEVELOPER have entered into that certain Disposition and Development Agreement dated _____, 2018 whereby CITY agreed to sell the City-owned portions of the Site to DEVELOPER for development of an approximately 80 unit affordable housing project (including one manager's unit) and the associated parking spaces (the "Project").

D. WHEREAS, DEVELOPER specifically proposes to develop an eighty (80) unit multi-family apartment project on the Site, seventy nine (79) of which shall be rented at rents that are affordable to Low (60% of Area Median Income (AMI)) and Very Low (40-50% AMI) income households (collectively, the "Regulated Units"), with one manager's unit.

E. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

F. WHEREAS, CITY has agreed to provide DEVELOPER with financial assistance in the form of two loans in the combined principal amount of four million three hundred sixty thousand dollars ($4,360,000) to assist DEVELOPER in the construction and permanent financing of the Project (collectively, such financing referred to herein, as the "Loan".

G. WHEREAS, in making this Loan, the CITY is acting in its capacity as Housing Successor to the former Redevelopment Agency of the City of Roseville.

H. DEVELOPER is simultaneously: (1) executing two Promissory Notes and two Deeds of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deeds of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The DDA, the Promissory Notes, the Deeds of Trust, and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

I. This Regulatory Agreement is being executed and recorded pursuant to the requirements of California Health and Safety Code Section 33334.3 which further requires the recordation of the "Notice of Affordability Restrictions on Transfer of Property," attached hereto as **Exhibit B**. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this Regulatory Agreement are intended to run with the land and be binding on DEVELOPER and DEVELOPER's successors in interest for the full term of this Regulatory Agreement. This Regulatory Agreement, in conjunction with any other regulatory agreements between the DEVELOPER and other providers of financing, will ensure the Project's continuing affordability.

J. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the DDA.

1. **"CITY"** means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of

calculation of area median income used by any federal or state agency and applicable to the City of Roseville. During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Area Median Income shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42.

3. **"DDA"** means the Disposition and Development Agreement executed contemporaneously with this Regulatory Agreement by DEVELOPER and the CITY, which governs the Loan, as well any amendments to, modifications of, or restatements of said DDA.

4. **"DEEDS OF TRUST"** means the three Deeds of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said deeds of trust.

5. **"DEVELOPER"** means Junction Station, LP, a California limited partnership, together with its permitted successors and assigns.

6. **"LOAN"** means the loan of funds provided by the CITY to DEVELOPER for the Project pursuant to the DDA and includes both the Affordable Housing Funds Loan and the Housing Successor Funds Loan.

7. **"LOAN DOCUMENTS"** means, collectively, the DDA, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

8. **"NOTES"** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.

9. **"PROJECT"** means the development, construction and operation of an 80 unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to Low and Very Low income households, one (1) unregulated manager's unit, and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.

10. **"PROPERTY"** means the real property generally located at 120 Pacific Street, Roseville, California, 95678 identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

11. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **"QUALIFYING RENT"** means the maximum monthly rent allowed under **Exhibit C** "adjusted for family size appropriate to the unit" (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid

utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **"REGULATED UNITS"** means seventy nine (79) rental dwelling units of the eighty (80) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Low and Very Low income households and having the following composition: twenty (20) studio units and sixty (60) one (1) bedroom units.

DEVELOPER'S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER's actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER for the full term hereof, regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

16. **LEGAL INTEREST IN PROJECT.** DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this Regulatory Agreement. All persons holding any legal or equitable interest in the Property shall be bound by this Regulatory Agreement.

PROJECT OCCUPANCY AND RENTS

17. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the rent restrictions contained in **Exhibit C** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law, provided, however, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, income levels and other qualifications of applicants shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) two (2) studio and six (6) one-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI; and (ii) eighteen (18) studio and fifty three (53) one-bedroom

Regulated Units for households whose income does not exceed sixty percent (60%) of AMI. The remaining one (1) unregulated unit shall be a one bedroom unit reserved for use by on-site Project management staff.

Subject to compliance with all applicable law (including, without limitation, state and federal housing laws), prior to the project opening and offering its initial leasing opportunity, developer shall work with the City and use its best efforts to affirmatively market to prospective tenants who are elderly, disabled, veterans (persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable), and persons who are residents and/or who are employed within the City of Roseville at the time of rental application.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

18. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit C** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents. Notwithstanding the foregoing, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

19. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

20. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12)

months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development ("HUD") for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually as allowed by Tax Credit Law and the CA Tax Credit Allocation Committee, provided a regulatory agreement governing the allocation and award of any federal tax credits no longer is in effect rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If DEVELOPER does not agree with the adjustment factors provided herein, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which adjustment factor DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

21. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

22. **NONDISCRIMINATION.**

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission

implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan, and the reconveyance of the Deeds of Trust.

23. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

24. **INTENTIONALLY OMITTED.**

25. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the DDA. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft

Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

26. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of the Senior Lenders and the tax credit investor. During the monitoring as described in paragraph 32, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of St. Anton Multifamily, Inc., a California Corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

27. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management

Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

28. **MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

29. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

30. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents,

but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

31. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the DDA and the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and DEVELOPER.

D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

32. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and

conditions of this Regulatory Agreement, the CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

33. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVLOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and

continue in possession until such time as the CITY in its sole judgment determines that DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;

D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or

F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

34. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately payor discharge any decision or judgment rendered against it, together with all costs, charges and interest.

35. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the DDA.

36. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance

proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

37. **SUBORDINATION.** Except as expressly set forth herein or in the DDA, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

38. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not, except as set forth below, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to the following (provided that DEVELOPER agrees to provide the City with notice of the following):

(i) any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests;

(ii) the transfer of limited partner interests in DEVELOPER,

(iii) the removal of a general partner pursuant to an exercise of remedies under and pursuant to the Developer's organizational document;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER;

(v) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vi) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(vii) transfer of the Project or partnership interests in the Developer to a general partner of Developer at the end of the fifteen year Tax Credit initial compliance period; or

(viii) the acquisition or redemption of the limited partner interest in DEVELOPER, so long as after such acquisition or redemption DEVELOPER is controlled by the same general partner(s).

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, DEVELOPER shall not, except as may be contemplated by the DDA, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

39. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

40. **INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections

1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

41. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be 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 Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

42. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

43. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, 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.

44. **TIME.** Time is of the essence in this Regulatory Agreement.

45. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

46. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE	DEVELOPER
Economic Development Director City of Roseville 311 Vernon Street Roseville, CA 95678	Junction Station, LP, a California limited partnership 1801 I Street, Suite 200 Sacramento, CA 95811 with a copy to: _____ _____

_____
_____

47. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

48. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

49. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

50. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

51. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

52. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement 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.

SPECIAL PROVISIONS

53. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a $10,000 fee ("Administrative Fee"). The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

54. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars ($5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

55. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS ($40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

56. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

57. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit D**, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory 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 Regulatory Agreement to be executed.

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: _____
LAURA MATTEOLI
Economic Development Director

JUNCTION STATION, LP,
a California limited partnership

BY: _____

Title:_____

and

BY: _____

Title:_____

EXHIBIT A
LEGAL DESCRIPTION OF THE SITE

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:

Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

EXHIBIT B

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY

PLEASE TAKE NOTICE that the real property that is the subject of this Notice of Affordability Restrictions on Transfer of Property (hereinafter "Notice"), which property is identified and described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Property"), is subject to the following affordability covenants and restrictions that run with the land and are binding on Junction Station, LP, a California limited partnership, and/or its permitted successors and assigns:

(a) The Property shall be developed, constructed, owned, operated and managed as a residential, multi-family rental housing apartment project to be rented at rents that are affordable to Low and Very Low income households. Occupancy of seventy nine (79) of the eighty (80) total units shall be reserved, for the full term set forth in subdivision (b) below, as follows:

(i) Two (2) studio and six (6) one-bedroom regulated units for households whose income does not exceed fifty percent (50%) of Area Median Income; and

(ii) Eighteen (18) studio and fifty three (53) one-bedroom regulated units for households whose income does not exceed sixty percent (60%) of Area Median Income.

Rents shall be established according to the schedule contained in the Regulatory Agreement.

(b) The covenants and restrictions referenced above commence upon the execution of the Regulatory Agreement and shall remain in full force and effect for in perpetuity. The obligations referenced in this Notice and set forth in greater detail in the Regulatory Agreement shall remain effective and fully binding in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the City of Roseville in a recorded writing.

(c) The street address for the Property is 120 Pacific Street, Roseville, California, 95678, as further identified and described in **Exhibit A.**

(d) The assessor's parcel number for the property is: APN: _____ as further identified and described in **Exhibit A**.

Any questions about the contents of this Notice may be directed to the Office of the City Attorney for the City of Roseville, 311 Vernon Street, Roseville, California 95678; Telephone (916) 774-5325.

CITY OF ROSEVILLE,
a municipal corporation

Dated: _____ By: _____

Robert R. Schmitt
City Attorney
City of Roseville

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:

Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

EXHIBIT C
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 50% AMI

Bedroom size	Number of Units	Gross Rent	Less Utility Allowance	Allowable Contract Rent
Studio		$701	$58	**$643**
1		$ 801	$64	**$737**

Maximum Household Income 60% AMI

Bedroom size	Number of Units	Gross Rent	Less Utility Allowance	Allowable Contract Rent
Studio		$842	$58	**$784**
1		$962	$64	**$898**

EXHIBIT D

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

____ Certification of Affordable Rental Unit Eligibility

____ Calculation of Tenant Eligibility Form

____ Record of Rental Increases

____ Written, third party verification of all income sources, including:

- ____ Employment
- ____ Self-employment (tax return and profit & loss statement for current year)
- ____ Unemployment
- ____ AFDC (Welfare) Benefits
- ____ Child Support
- ____ Alimony
- ____ Social Security Benefits
- ____ Supplemental Security Income (SSK)
- ____ VA or Military Benefits
- ____ Pensions and/or Annuities
- ____ Retirement Funds
- ____ Savings Accounts (Interest Income)
- ____ Checking Accounts
- ____ Government Grants
- ____ Trust Funds
- ____ Stocks & Bonds (Cash Value)
- ____ Life Insurance (Cash Value)

Name _____ **Complex** _____

Title _____ **Date** _____

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

1) Name of Members of the Household	2) Relationship to head of Household	3) Age	4) Social Security No.	5) Place of Employment

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____ .

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts;

b. Amounts which are specifically for or in reimbursement of medical expenses;

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;

d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;

e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;

f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

g. Foster child care payments;

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____ California.

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

SOURCE	MONTHLY	ANNUAL
Social Security	$ _____	$ _____
Social Security	$ _____	$ _____
Civil Service	$ _____	$ _____
Pension _____	$ _____	$ _____
Interest _____	$ _____	$ _____
Wages _____	$ _____	$ _____
Tips _____	$ _____	$ _____
Wages _____	$ _____	$ _____
Tips _____	$ _____	$ _____
Child Support	$ _____	$ _____
Welfare	$ _____	$ _____
Stocks/Bonds	$ _____	$ _____
Other _____	$ _____	$ _____
Other _____	$ _____	$ _____
TOTAL INCOME	**$ _____**	**$ _____**
	Monthly base rent	$ _____
	Move-in date	_____

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT $_____

ANNUAL INCOME $_____

DATE OF INCREASE	CURRENT RENT		ANNUAL ADJUSTMENT FACTORS		NEW RENT
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____

ACKNOWLEDGMENTS

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)
personally appeared _____, 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 _____

(Seal)

ACKNOWLEDGMENTS

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)
personally appeared _____, 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 _____

(Seal)

EXHIBIT A

DESCRIPTION OF SITE

ATTACHMENT NO. 9

GRANT DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL
TAX STATEMENTS TO:

(Space above this line is for recorder's use)

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $ _____
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated area [X] City of Roseville

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ ("Grantor"), hereby GRANTS AND CONVEYS to _____ ("Grantee"), following described real property located in the City of Roseville, California, and more particularly described in Exhibit A, attached to and incorporated into this Grant Deed by this reference.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the ___ day of _____ , 201__
"Grantor"

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

EXHIBIT A TO GRANT DEED

Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

City-Owned Parcels

Parcel One:
Lot 15 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 13.5 feet (measured on Church Street and the Alley), as said portion was conveyed to the State of California for highway purposes in the deed recorded July 28, 1947 in Book 507, Page 264, Official Records.

APN: 012-200-001 (portion)

Parcel Two:
The Westerly 2.5 feet, front and rear measurements, of Lot 14 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-001 (portion)

Parcel Three:
The Northeasterly 18 feet of the Southwesterly 40 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-014

Parcel Four:
The Southwesterly 22 feet of Lot 5 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

APN: 012-200-015

Parcel Five:
That portion of Lot 4 in Block 22 of "The Town of Roseville", as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly linethereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-016

Parcel Six:

Lot 4 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof, described as follows:
Beginning at the most Easterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof 75 feet; thence at right angles Southwesterly 25 feet; thence at right angles Southeasterly 75 feet to the Southeasterly line of said Lot 4; thence Northeasterly along said Southeasterly line 25 feet to the point of beginning.

APN: 012-200-017

Parcel Seven:
Lot 2 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom the Southwesterly 25 feet, measured along the front and rear lines thereof.

Also excepting therefrom that portion thereof described in the deed to the State of California recorded
February 27, 1959 in Book 787, Page 343, Official Records.

APN: 012-200-022

Parcel Eight:

The East half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom that portion thereof described in the deed to the State of California recorded December 29, 1959 in Book 821, Page 179, Official Records.

APN: 012-200-023

Parcel Nine:

The Southwesterly 25 feet, measured along the front and rear lines, of Lot 2 in Block 22 of “The Town of
Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records.

Excepting therefrom those portions thereof described in deeds to the State of California recorded May 27, 1949 in Book 550, Page 75, Official Records and March 4, 1959 in Book 788, Page 11, Official Records.

APN: 012-200-024

Parcel Ten:

The West half of Lot 3 in Block 22 of “The Town of Roseville”, as shown on the map filed August 13, 1864 in Book A of Maps at Page 30, Placer County Records, described as follows:

Beginning at the most Southerly corner of said Lot 3; thence North 44° 56' East, along the Southeasterly line thereof, 25 feet; thence North 45° 04' West 150.63 feet; thence South 44° 56' West 25 feet; thence South 45°04' East 150.63 feet to the point of beginning.

APN: 012-200-025

Non City-Owned Parcels

Parcel Eleven:

LOT 13, BLOCK 22, “ORIGINAL TOWN OF ROSEVILLE”, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK “C” OF MAPS, PAGE 33.

APN: 012-200-028

Parcel Twelve:

Lot 14 In Block 22, As Shown And Designated On The Map Of The Original Town Of Roseville, Filed For Record In Book C Of Maps At Page 33, Placer County Records.

Excepting Therefrom The West 2 1/2 Feet, As Conveyed To W.L. Harjes In The Deed Recorded August 11, 1949 In Book 554 At Page 156, Official Records.

APN: 012-200-002

Integra Realty Resources
Sacramento

Appraisal of Real Property

Church and Pacific Streets
Vacant Land
Roseville, Placer County, California 95678

Prepared For:
City of Roseville

Effective Date of the Appraisal:
April 25, 2018

Report Format:
Appraisal Report – Standard Format

IRR - Sacramento
File Number: 193-2018-0217

Church and Pacific Streets
Roseville, California

Integra Realty Resources
Sacramento

3825 Atherton Road
Suite 500
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774
www.irr.com

May 14, 2018

Trisha Isom
Housing Analyst
City of Roseville
311 Vernon Street
Roseville, CA 95678

SUBJECT: Market Value Appraisal
Church and Pacific Streets
Roseville, Placer County, California 95678
IRR - Sacramento File No. 193-2018-0217

Dear Ms. Isom:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property assuming completion of a parcel split for APN 012-200-028. The market value is subject to a hypothetical condition, defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." The value is "hypothetical in nature" since the valuation is based on the premise that the planned parcel split for APN 012-200-028 has been recorded, with the appraised portion consisting of a separate, legally transferrable parcel. The client for the assignment is City of Roseville, and the intended use is for negotiating a sale price.

The subject property represents 11 commercially-zoned parcels located southeast of Church Street, northwest of Pacific Street and northeast of Washington Boulevard, within the city of Roseville, Placer County, California. The subject's 11 contiguous Assessor's parcels are identified as 012-200-001, -002, -014, -015, -016, -017, -022, -023, -024, -025 and -028 (portion of). The parcels range in size from 1,867 to 7,091 square feet, with a total land area of 43,537± square feet. Land uses in the immediate area consist of residential and commercial development. Based on the analysis within the attached report, the highest and best use of the subject property – as vacant – is for assemblage of the parcels and holding for future commercial and/or mixed-use development. A more detailed legal and physical

description of the subject property, as well as related market area characteristics, is contained within the attached report.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City of Roseville.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	April 25, 2018	$250,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The market value estimated herein is subject to a hypothetical condition, defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." While APN 012-200-028 contains 7,462± square feet of land area, the appraised portion consists of 5,463± square feet. The market value herein is based on the hypothetical condition that the parcel split has been recorded with the appraised portion being legally transferrable as of the date of value.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SACRAMENTO

Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567
Telephone: 916-435-3883, ext. 224
Email: kziegenmeyer@irr.com

Ligia Dejeu
Certified General Real Estate Appraiser
California Certificate # 3004823
Telephone: 916-435-3883, ext. 240
Email: ldejeu@irr.com

Table of Contents

Summary of Salient Facts and Conclusions **1**

General Information **2**
Identification of Subject 2
Sale History 2
Pending Transactions 2
Purpose of the Appraisal 2
Definition of Market Value 2
Definition of As Is Market Value 3
Definition of Hypothetical Condition 3
Definition of Property Rights Appraised 3
Intended Use and User 3
Applicable Requirements 3
Report Format 4
Prior Services 4
Scope of Work 4

Economic Analysis **6**
Area Analysis – Placer County 6
Surrounding Area 11
Retail Market Analysis 16
Apartment Market Analysis Area 22

Property Analysis **27**
Land Description and Analysis 29
Real Estate Taxes 38
Highest and Best Use 39

Valuation **43**
Valuation Methodology 43
Sales Comparison Approach 44
Analysis and Adjustment of Sales 48
Land Value Conclusion 52
Reconciliation and Conclusion of Value 53
Exposure Time 53
Marketing Time 53

Certification **54**

Assumptions and Limiting Conditions **56**

Addenda
A. Appraiser Qualifications
B. Grant Deeds
C. Comparable Data
D. Engagement Letter

Summary of Salient Facts and Conclusions

Address	Church and Pacific St. Roseville, Placer County, California 95678	
Property Type	Vacant Land - Commercial	
Owner of Record	City of Roseville (APNs 012-200-001, -014, -015, -016, -017, -022, -023, -024 and -025 only) and Placer Equity Loans (APNs 012-200-002 and -028 only)	
Tax ID	012-200-001, -002, -014, -015, -016, -017, -022, -023, -024, -025 and -028 (portion)	
Land Area	1.00 acres; 43,537 SF	
Zoning Designation	HD/SA-DT, Historic District/Special Area - Downtown	
Highest and Best Use	Commercial and/or mixed-use development	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	April 25, 2018	
Date of the Report	May 14, 2018	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Nov 15 to Apr 18	
Range of Prices per SF (Unadjusted)	$3.81 - $11.58	
Market Value Conclusion	$250,000	($5.74/SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Roseville may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The market value estimated herein is subject to a hypothetical condition, defined by USPAP as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis.” While APN 012-200-028 contains 7,462± square feet of land area, the appraised portion consists of 5,463± square feet. The market value herein is based on the hypothetical condition that the parcel split has been recorded with the appraised portion being legally transferrable as of the date of value.

General Information

Identification of Subject

The subject property represents 11 commercially-zoned parcels located southeast of Church Street, northwest of Pacific Street and northeast of Washington Boulevard, within the city of Roseville, Placer County, California. The subject's 11 contiguous Assessor's parcels are identified as 012-200-001, -002, -014, -015, -016, -017, -022, -023, -024, -025 and -028 (portion of). The parcels range in size from 1,867 to 7,091 square feet, with a total land area of 43,537± square feet. Land uses in the immediate area consist of residential and commercial development. A legal description of the property is within the grant deed, a copy of which is located within the addenda to this report.

Property Identification	
Address	Church and Pacific St. Roseville, California 95678
Tax ID	012-200-001, -002, -014, -015, -016, -017, -022, -023, -024, -025 and -028 (portion)
Owner of Record	City of Roseville (APNs 012-200-001, -014, -015, -016, -017, -022, -023, -024 and -025 only) and Placer Equity Loans (APNs 012-200-002 and -028 only)

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not currently subject to an agreement of sale or an option to buy, as of the effective appraisal date. The subject was not marketed for sale but is in negotiations to be purchased by a developer who has plans to develop the property as an affordable multifamily project.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property assuming completion of the parcel split for APN 012-200-028 (subject to a hypothetical condition) as of the effective date of the appraisal, April 25, 2018. The date of the report is May 14, 2018. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value

As is market value is defined as, "The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."

(Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal,* 6th ed. (Chicago: Appraisal Institute, 2015)*; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)*

Definition of Hypothetical Condition

A hypothetical condition is defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis."

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for negotiating a sale price. The client and intended user is City of Roseville. The appraisal is not intended for any other use or user. No party or parties other than City of Roseville may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);

- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Appraisal guidelines of City of Roseville.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have previously appraised the property that is the subject of this report for the current client within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Kevin Ziegenmeyer, MAI, conducted an on-site inspection of the property on April 25, 2018. Ligia Dejeu conducted an on-site inspection on April 25, 2018.

Economic Analysis

Area Analysis – Placer County

Introduction

Placer County is part of the four-county Sacramento Metropolitan Area, along with the counties of Sacramento, Yolo and El Dorado. The county is located in the north-central part of California, approximately 420 miles north of Los Angeles, 250 miles south of Oregon, 100 miles northeast of San Francisco, 80 miles west of Lake Tahoe, and 100 miles southwest of Reno. The southernmost part of Placer County consists of a valley commonly referred to as South Placer; while the remainder of the county is divided into the Gold Country, where parts of Auburn and Colfax are located, and the High Country, which encompasses Tahoe City and Kings Beach along Lake Tahoe. Placer's largest cities are Roseville, Rocklin and Lincoln. Elevations in the county range from 165 feet above sea level in Roseville to 10,000 feet above sea level in the Sierra Nevada Mountains.

Placer County is developed with a mix of urban and rural uses. The larger cities, namely Roseville and Rocklin, are mostly urban, while the smaller communities, such as Loomis and Newcastle, have remained rural. Auburn and Lincoln both exhibit a combination of urban and rural settings. However, in recent years the city of Lincoln has experienced dramatic growth and development, and has become one of the fastest-growing cities in California.

Population

Placer County has experienced population growth in recent years, primarily in the southern part of the county. The primary points of origin for in-migration to the region are the Bay Area, other parts of the Sacramento region, and Southern California. The state's population data indicate a strong pattern of movement by residents from high-cost, high-density Bay Area counties to inland areas in Northern California.

Following is a table depicting the population change in Placer County and its component cities over the past few years.

Population Trends

City	2012	2013	2014	2015	2016	2017	%/Yr
Auburn	13,623	13,730	13,962	13,995	14,066	14,096	0.7%
Colfax	2,012	2,036	2,047	2,048	2,054	2,070	0.6%
Lincoln	44,132	44,861	45,843	46,547	47,268	48,165	1.8%
Loomis	6,554	6,590	6,636	6,653	6,715	6,775	0.7%
Rocklin	58,739	59,275	59,839	60,425	61,672	64,417	1.9%
Roseville	123,836	126,864	129,219	130,828	133,618	135,868	1.9%
Unincorporated	109,256	109,195	109,896	110,214	110,810	111,446	0.4%
Total	**358,152**	**362,551**	**367,442**	**370,710**	**376,203**	**382,837**	**1.4%**

Source: California Department of Finance

As indicated in the previous table, Placer County has experienced a strong average rate of annual growth of 1.4% over the past five years. The cities of Roseville, Rocklin and Lincoln are the fastest growing parts of the region. Loomis and the unincorporated areas have had relatively little growth.

Over the past decade, Placer County has been the fastest-growing county within the four-county Sacramento MSA (which also includes Sacramento, El Dorado and Yolo Counties). It is projected this trend will continue for the near future.

Transportation

Interstate 80, State Highway 65 and State Highway 193 are the major routes traversing the region. Major urban arterials in the southern part of the county include Douglas Boulevard, Sierra College Boulevard, Roseville Parkway, Pleasant Grove Boulevard, Sunrise Avenue, Auburn-Folsom Road and Foothills Boulevard. In 2005, a major public improvement project was completed at the Douglas Boulevard/ Sunrise Avenue/ Interstate 80 intersection. The project added new lanes, new on/off ramps and a tunnel that have greatly improved traffic flow in the area.

In addition to roadways within the county limits, south Placer County enjoys proximity to many of the Sacramento region's freeways that provide access to the San Francisco Bay Area to the west, Central and Southern California to the south, Northern California and Oregon to the north, and Nevada to the east. Sacramento International Airport is situated about 10 miles west of the county border. The county is also home to a couple of small private airports. The region has good railroad service, including the transcontinental Union Pacific Railroad and Amtrak. The Capital Corridor system provides high-speed commuter rail service from Roseville to San Jose.

Employment & Economy

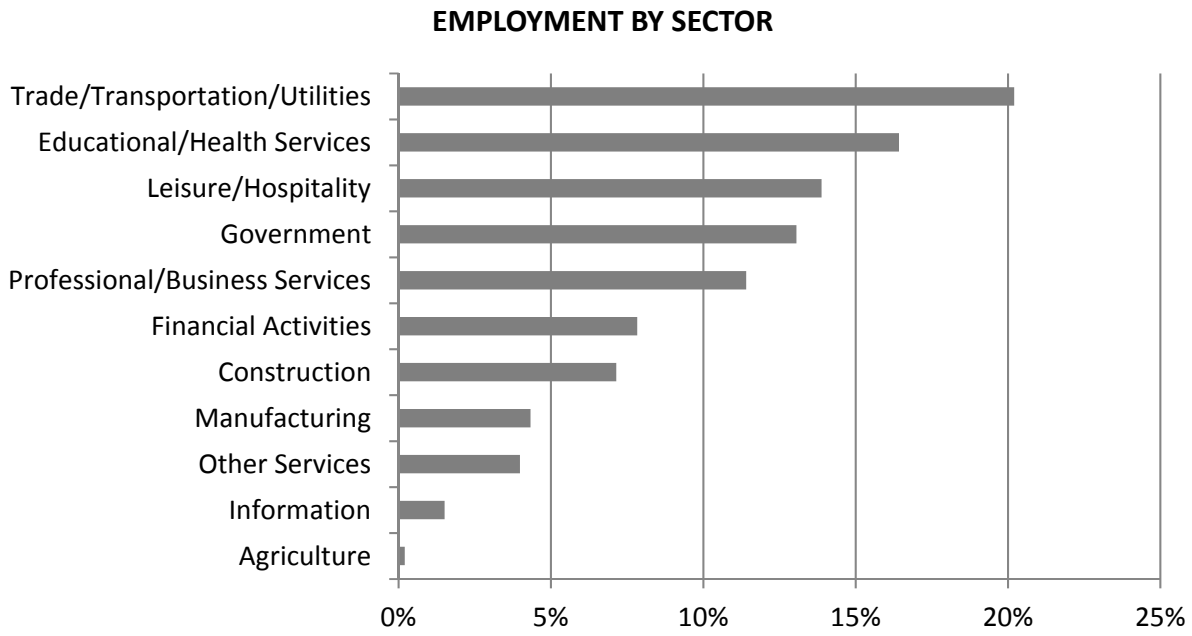
The California Employment Development Department has reported the following employment data for Placer County over the past several years.

Employment Trends

	2013	2014	2015	2016	2017
Labor Force	176,300	176,500	178,200	179,800	182,000
Employment	162,700	165,500	169,200	171,800	176,200
Job Growth	-	2,800	3,700	2,600	4,400
Unemployment Rate	7.7%	6.2%	5.1%	4.4%	3.2%

Source: California Employment Development Department

Most areas within the state and nation, including Placer County, saw declining unemployment rates in 2004 through 2006, increases from 2007 to 2010, and declines during 2011-2016. Placer County has a diverse economy, with no one sector accounting for a majority of the employment in the region. The following chart indicates the percentage of total employment for each sector within the county.



Source: California Employment Development Department

As can be seen in the chart above, the area's largest employment sectors are Trade/Transportation/ Utilities, which includes retail and wholesale trade (20.2% of total employment); Educational and Health Services (16.4%); Leisure and Hospitality (13.9%); and Government (13.1%).

Although many residents commute to employment centers in Sacramento, Placer County offers thousands of jobs and attracts workers from the local area as well as "reverse commuters" from Sacramento and residents of outlying areas such as Marysville/Yuba City to the north. The largest employers in the county, according to the Sacramento Business Journal Book of Lists, are Sutter Health (5,435 employees in the county), Kaiser Permanente (5,361), Placer County (2,700), Squaw Valley Alpine Meadows (2,500, seasonal), Hewlett Packard Enterprise and HP Inc. (2,100), Sierra Joint Community College District (1,940), and Thunder Valley Casino Resort (1,915).

Household Income

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. In the year 2017 (most recent data available from the U.S. Census Bureau), Placer County's median household income was $85,326, which was higher than the state of California's median income of $67,715.

Recreation & Community Services

Placer County has ample community services and recreational opportunities. The County, cities and various park districts operate numerous public parks, golf courses, aquatic centers, libraries and

community centers. Many private golf courses are located in the region, and several ski resorts are located in the mountains. Within the county lies a portion of the Folsom Lake State Recreation Area, a boating, fishing, and swimming retreat.

In terms of higher education, Placer County is home to Sierra College in Rocklin, a two-year community college offering a wide range of day and evening classes serving over 25,000 students. Heald College, a business and technology vocational school, is located in Roseville, as is an extension campus for Sierra College, located at the old Sutter Hospital on Sunrise Avenue. In 2004, William Jessup University, a private Christian college, moved from San Jose to a new facility in Rocklin.

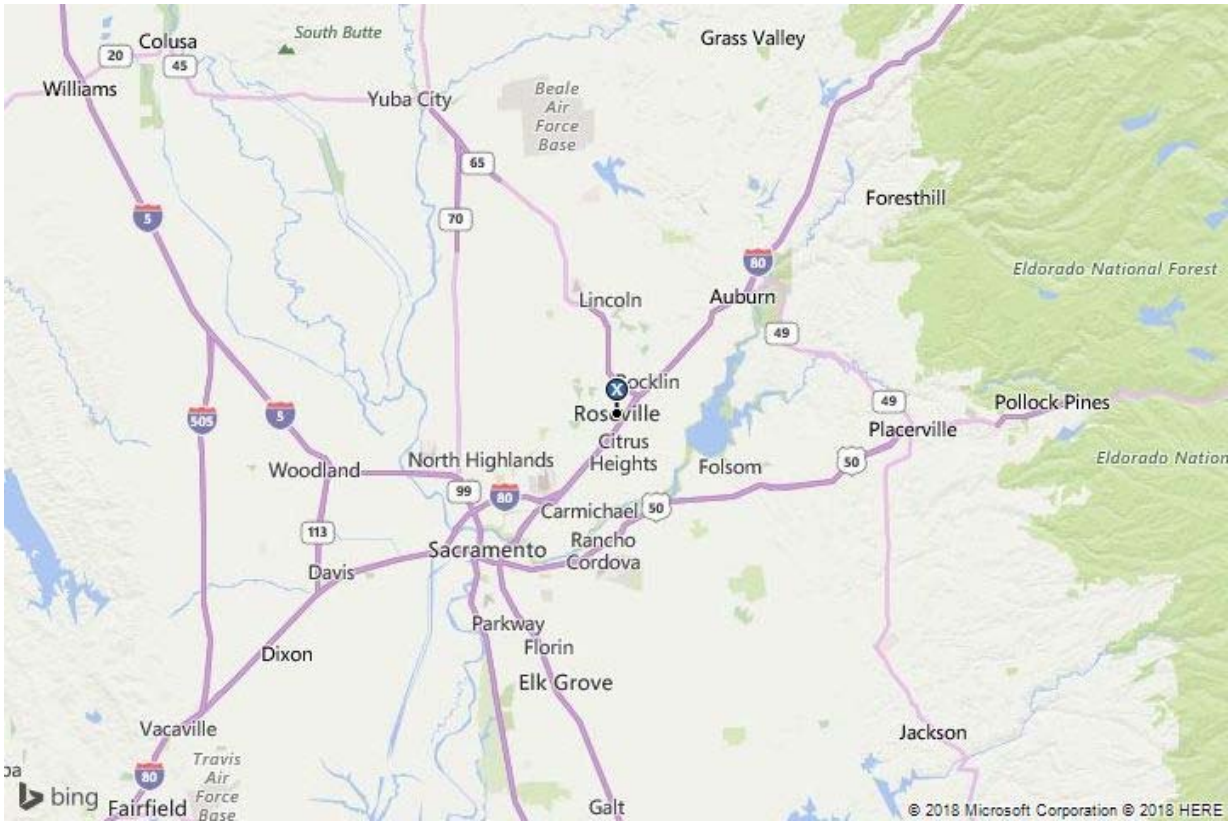
The region offers good health services, including hospitals and medical office facilities. Two hospitals are located in Roseville – the Sutter Roseville Medical Center and Kaiser Permanente, both of which have recent or current expansion projects. The city of Auburn is home to Sutter Auburn Faith Hospital, Sutter Medical Center-Auburn, UC Davis Medical Center, Foundation Medical Clinic and Heritage Medical Center Complex. The city of Lincoln contains medical offices/clinics operated by Sutter, UC Davis, Kaiser and Catholic Healthcare West. In addition to these institutional health care facilities, the county is home to a large and growing number of private physicians, dentists, clinics and other medical specialists.

The city of Roseville is south Placer's hub for fine dining and entertainment. Several upscale restaurants are situated along Eureka Road, Roseville Parkway and Galleria Boulevard. Roseville contains two multi-screen movie theatres on Eureka Road. Another theatre recently opened in Rocklin. Shopping centers are widespread, the largest of which is the Galleria at Roseville, a regional shopping mall that opened in 2000 and was expanded in 2008-2009. The mall is anchored by Nordstrom, Macy's, Sears and JC Penney.

Conclusion

Placer County is a diverse area, with growing cities, small towns and rural areas, and an abundance of open space. The cities of Roseville, Rocklin and Lincoln have experienced strong growth in population and development over the past several years. Placer County is one of the most affluent in the greater Sacramento region in terms of household income levels. The area has a number of positive attributes, including seismic stability, a well-educated work force, good transportation systems, relative affordability and availability of housing compared to the Bay Area, and an excellent level of community services. The long-term outlook for the region is very good.

Area Map


Colusa
South Butte
Grass Valley
Williams
Yuba City
Beale Air Force Base
Foresthill
Eldorado National Forest
Lincoln
Auburn
Rocklin
Roseville
Citrus Heights
Pollock Pines
Placerville
Woodland
North Highlands
Folsom
Carmichael
Sacramento
Rancho Cordova
Davis
Parkway
Florin
Dixon
Elk Grove
Vacaville
Jackson
Travis Air Force Base
Fairfield
Galt
© 2018 Microsoft Corporation © 2018 HERE

Surrounding Area

Introduction

This section of the report provides an analysis of the observable data that indicate patterns of growth, structure and/or change that may enhance or detract from property values. For the purpose of this analysis, a neighborhood is defined as “a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

Neighborhood Boundaries

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located in the central portion of the city of Roseville. The subject’s neighborhood can generally be described as Interstate 80 to the east, Douglas Boulevard to the south, Foothills Boulevard to the west, and Pleasant Grove Boulevard to the north.

Access and Linkages

The subject property is located along Pacific Street, Washington Boulevard and Church Street, within Historic Roseville. Primary neighborhood thoroughfares in the subject’s vicinity include Vernon Street, Washington Boulevard, Atlantic Street, Douglas Boulevard and Riverside Avenue. The latter three thoroughfares connect with Interstate 80 within two miles of the subject. Interstate 80 is a major east-west freeway connecting the area with Sacramento and San Francisco to the west and Reno, Nevada to the east. Just south of the subject property are railroad tracks used by Union Pacific for freight transport and Amtrak for passenger transport. The Union Pacific Railyards are located at the eastern boundary of the subject neighborhood, just east of Foothills Boulevard. Amtrak’s passenger rail station is located on Pacific Street in Downtown Roseville, just south of the subject. Amtrak provides daily service to Sacramento, Davis, Martinez, and Emeryville to the west; to the east, the trains connect with Colfax, Truckee and Reno.

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2017 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Sacramento--Roseville--Arden-Arcade, CA (MSA) 2018	California
Population 2010	14,386	101,669	277,877	2,149,127	37,253,956
Population 2017	14,419	108,541	303,505	2,325,849	39,695,753
Population 2022	14,631	113,261	318,797	2,434,403	41,305,572
Compound % Change 2010-2017	0.0%	0.9%	1.3%	1.1%	0.9%
Compound % Change 2017-2022	0.3%	0.9%	1.0%	0.9%	0.8%
Households 2010	5,686	38,782	102,783	787,667	12,577,498
Households 2017	5,903	41,809	112,271	847,046	13,388,653
Households 2022	6,073	43,760	117,931	885,670	13,935,677
Compound % Change 2010-2017	0.5%	1.1%	1.3%	1.0%	0.9%
Compound % Change 2017-2022	0.6%	0.9%	1.0%	0.9%	0.8%
Median Household Income 2017	$54,901	$73,661	$77,045	$68,773	$70,636
Average Household Size	2.4	2.6	2.7	2.7	2.9
College Graduate %	20%	31%	32%	32%	32%
Median Age	38	39	39	38	37
Owner Occupied %	52%	59%	66%	61%	56%
Renter Occupied %	48%	41%	34%	39%	44%
Median Owner Occupied Housing Value	$273,859	$353,996	$367,223	$371,203	$484,849
Median Year Structure Built	1963	1987	1991	1983	1976
Avg. Travel Time to Work in Min.	23	27	29	29	31

Source: Environics Analytics

As shown above, the current population within a 3-mile radius of the subject is 108,541, and the average household size is 2.6. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the Sacramento MSA overall, the population within a 3-mile radius is projected to grow at a similar rate.

Median household income is $73,661, which is higher than the household income for the Sacramento MSA. Residents within a 3-mile radius have a similar level of educational attainment to those of the Sacramento MSA, while median owner-occupied home values are lower.

Land Uses

The subject neighborhood contains a mix of residential, commercial and community uses. The neighborhood is estimated to be over 90% built-out. The immediate vicinity of the subject represents the Downtown/Historic Old Town District of Roseville. Historic Old Town is located north of the railroad tracks and is bounded by Main Street to the north, Pacific Street to the south, Washington Boulevard to the west and Lincoln Street to the east. Downtown is located south of the railroad tracks primarily along the Vernon Street corridor.

The subject's immediate area has enjoyed recognition as a revitalized historic commercial district and benefits from its proximity to significant mature and new residential development, as well as regional transportation routes. The subject's neighborhood is primarily composed of mature retail development with supporting residential and office development interspersed throughout. The residential development in the neighborhood is generally targeted toward median-income buyers. The

quality and condition of the homes in the subject's neighborhood are considered average relative to other areas of Roseville.

In order to support private and public investment in the area, the City of Roseville has recently focused on several public improvement projects that will benefit the subject neighborhood. Specifically, the Historic Old Town Streetscape Improvement Project, completed in February 2008, implemented a consistent design theme throughout the district and included new landscaping, historic style lighting and street furniture, signage, curbs, gutters and sidewalks, rail yard viewing platform, on-street parking configurations, traffic calming features and infrastructure improvements to create a visually attractive, pedestrian friendly area.

The following map illustrates some of the land uses in the subject neighborhood.

Note: Subject is identified by the red star

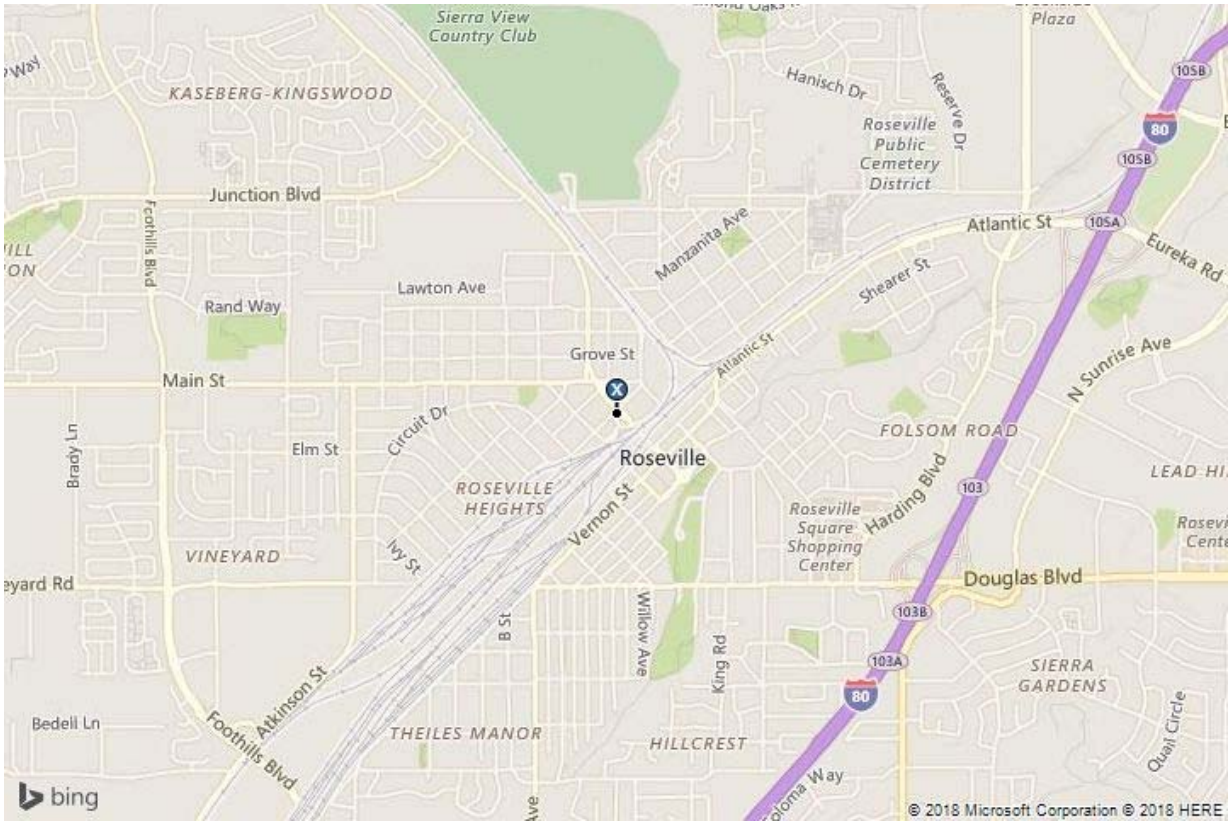
Community Uses

There are several community uses in the neighborhood, such as schools, churches, parks, and recreational and cultural facilities. Parks near the subject property include William L. Taylor Park to the east and Royer Park south. The subject is also proximate to Faith Chapel Assembly of God Church to the southwest and Rock of Roseville Church to the southeast. Bradford Woodbridge Fundamental Elementary School is located northwest of the subject and Roseville High School is located northeast of the subject. Additionally, the Placer County Fairgrounds and All American Speedway are located to the northwest.

Outlook and Conclusions

In summary, a balance of residential and supporting commercial and community uses characterize the area. The Historic area is experiencing some revitalization of older properties, and these trends are expected to continue for the next few years.

Surrounding Area Map



Retail Market Analysis

The retail market in Sacramento has been on a path of stabilization and improvement over the past few years. The first quarter of 2018 continued that trend, though with more moderate results.

The market experienced healthy leasing activity, but also saw the closing of a few anchor tenants. The overall effect was positive net absorption of 53,209 square feet for the quarter and a slight decrease of ten basis points in the overall vacancy when compared to the previous quarter. Vacancy has been trending consistently downward since the first quarter of 2010, except for a couple of small increases in individual quarters, and the first quarter closed out at a reported rate of 8.4%.

New construction in the region has increased over the past 2-3 years as economic conditions have improved, and several large projects have recently been completed or are nearing completion. Among these is Delta Shores, a 741,200 square foot power center and the largest new retail development in the Sacramento region in over a decade, as well as two mixed use projects in the Downtown submarket. There are no new large centers scheduled for construction in 2018.

Despite the improving economic fundamentals, market participants continue to be concerned about the structural changes to retail. While there was relatively strong retail spending growth in the Sacramento area during 2017, the increase in e-commerce continues to have an impact on brick-and-mortar projects. There have been closures and announced closures of several big box tenants over the past few years, and several over the past six months. Sacramento will not be immune to the structural changes occurring. Landlords and tenants alike have the difficult job of trying to predict what the future holds for in-store sales and how to stay relevant and maintain foot-traffic going-forward.

It is noted the figures in this overview are based on quarterly surveys published by brokerage CBRE for retail buildings 20,000 square feet and larger, excluding regional malls. Market conditions may not be similar for smaller retail properties. In fact, many brokers have indicated market conditions are typically not as strong for smaller, unanchored properties. Anchored centers are generally more likely to maintain stabilized occupancy levels compared to unanchored centers.

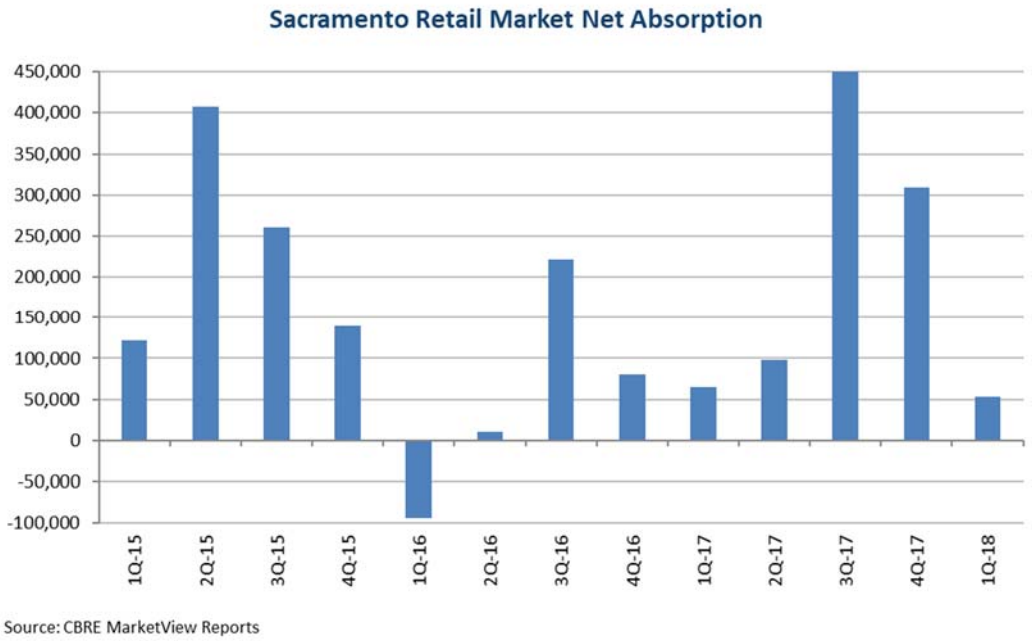
Economic Overview

The year 2017 was one of economic growth in the United States. Job growth continued to rise, although the pace of growth slowed as it neared full employment. Wages increased for the third consecutive year and continue trending upward. Consumer spending and confidence both increased; consumer confidence hit a 17-year high in November 2017 and is expected to remain at historic high levels through 2018. Retail sales increased 4.2% in 2017 from the previous year, hitting a record of $5.7 trillion.

In the Sacramento MSA (El Dorado, Placer, Sacramento and Yolo Counties), unemployment was 3.9% in March 2018, down from 5.0% a year prior. This compares favorably to the unemployment rate of 4.2% for California and 4.1% for the nation. The Sacramento region added 20,000 new jobs (up 2.1%) between March 2017 and March 2018, with total employment growing to 985,900. The Sacramento area is becoming an increasingly popular alternative to the costly Bay Area markets. The continued in-migration to the area is expected to fuel population and workforce growth, which will drive demand for the commercial and retail sector.

Absorption & Vacancy

The chart below highlights the region's net absorption over the past few years.



The Sacramento retail market has experienced a significant range of highs and lows over the last economic cycle. The retail market was very strong in the year 2007 with about 3 million square feet of positive net absorption. In 2008, net absorption was still positive but dropped significantly to about 600,000 square feet. The region's net absorption was negative for the year 2009, with various brokerages estimating over 1 million square feet of negative net absorption. The annual net absorption turned positive in 2010 with about 170,000 square feet. During the four-year period of years 2011 through 2014, annual net absorption was fairly consistent, exhibiting between 530,000 and 600,000 square feet per year. Net absorption increased in the year 2015 to about 930,000 square feet. Most of this activity was due to big box leasing. For the year 2016, the region experienced net absorption of 217,311 square feet. In the first half of the year, leasing activity was strong among smaller tenants, but the overall market was impacted by the closing of five larger stores, including two Save Mart stores, two Sport Chalet locations and a clothing store. In the second half of the year, several larger leases were executed, which helped close the year with positive net absorption despite the closing of several Sports Authority stores.

In 2017, the region experienced an annual net absorption of 1,099,674 square feet. The significant increase over the previous year was due primarily to completions of new retail projects. Most notably, the Delta Shores project delivered 180,906 square feet of space in the fourth quarter 2017.

The first quarter of 2018 saw more vacancies of big box tenants, including Safeway and Big Lots in the West Capitol Plaza, West Sacramento, and Walmart and Sam's Club in the Country Club Centre (Arden/Howe/Watt submarket). In addition, Sears announced the closure of two stores in the Sacramento Region – Roseville Galleria and Sunrise Mall locations – and Toys R Us / Babies R Us

announced the insolvency of its business, which will result in ten store closures in the region. Toys R Us opened in 1948 and, although a concrete timeline has not been announced, the liquidation will close nearly 800 stores nationwide. The net absorption in the Sacramento region may be negatively impacted by impending store closures, as many power centers will be left to absorb these vacancies in a market where fewer retailers are looking for 40,000-60,000 square foot big box buildings.

Net absorption in new developments and healthy leasing activity in desirable submarkets helped offset the vacancies during the first quarter. Some recent leases and activity include:

- Rocklin Crossings completed an expansion of its center, with the buildings leased to TJ Maxx (21,000 sq. ft.) and Homegoods (21,000 sq. ft.)
- RC Willey (166,000 sq. ft.) and Regal Cinema (58,200 sq. ft.) opened their stores in Delta Shores
- TJ Maxx leased 21,000 sq. ft. in Promenade at Sacramento Gateway, Natomas
- Studio Movie Grill leased 50,000 sq. ft. at 8501 Auburn Blvd., Citrus Heights
- Roseville Motorsports leased 34,303 sq. ft. at 5905 Pacific Street, Rocklin
- Grocery Outlet leased 18,270 sq. ft. at 8835 Greenback Lane, Citrus Heights

Notable sale transactions in the first quarter 2018 include a $25 million transfer of a Safeway-anchored center at 3308-3350 Arden Way. The center has rentable area of 137,714 square feet; additional tenants include a Dollar Tree, CVS and California Family Fitness center in space previously occupied by Sports Authority. The Macy's at Country Club Plaza sold for five million dollars to EDM Realty Corp., owners of the mall.

The following chart summarizes the recent history of retail vacancy in the Sacramento region.

The average retail vacancy in the Sacramento area has been consistently declining since 2010. The vacancy rate at the end of 2017 reached the previous cycle levels of nearly a decade ago. The first quarter posted an overall vacancy of 8.4%, down 10 basis points from the previous quarter and down 70 basis points from the previous year. The research report prepared by Colliers International indicates overall vacancy increased this quarter, primarily due to much of the absorption occurring in new space and not enough existing space being leased to offset the vacancies incurred.

Moving forward, it is anticipated that, due to the number of big box vacancies experienced in the region, coupled with more to come from stores that have announced closures, the overall vacancy rate will not decline much lower in the near term. Vacant space remains scarce in prime submarkets as tenants focus their demand there, while less desirable submarkets are finding it difficult to sustain demand.

The table below summarizes recent vacancy rates and net absorption by submarket. According to the CBRE research report, the submarkets achieving the highest absorption levels for the first quarter of 2018 were Rocklin and Arden/Watt/Howe with 99,414 and 66,745 square feet, respectively. The Colliers report indicates the South Sacramento submarket had the highest absorption due to deliveries and leasing at Delta Shores, while the Arden/Watt/Howe submarket had the largest negative absorption due to the closure of Walmart and Sam's Club.

Sacramento Retail Market Summary

Submarket	Total SF (millions)	Vacancy 1Q 2018	Net Absorption 1Q 2018
Arden/Watt/Howe	3.7	11.0%	66,745
Auburn/Loomis	1.2	5.0%	(4,112)
Carmichael	1.3	17.6%	(2,573)
Citrus Heights/Fair Oaks	4.5	12.1%	(572)
Folsom/El Dorado Hills	5.6	6.6%	(5,382)
Greenhaven/Pocket	0.4	9.6%	1,200
Hwy 50/Rancho Cordova	2.9	14.1%	8,475
Laguna/Elk Grove	5.7	4.5%	(39,191)
Lincoln	1.2	2.3%	(1,515)
North Highlands	2.6	9.5%	8,709
North Natomas	2.4	7.9%	(2,584)
Rocklin	2.7	7.7%	99,414
Roseville	6.6	4.5%	2,669
South Natomas	0.6	9.7%	1,200
South Sacramento	4.7	13.0%	(48,181)
West Sacramento/Davis	2.6	4.2%	(31,093)
Total	48.7	8.4%	53,209

Source: CBRE MarketView Reports

Rental Rates

This section discusses average asking rental rates. The reader should note these rates provide only a snapshot of activity at a specific point in time, subject to space that is available in the marketplace. This snapshot is influenced by the quality and quantity of space available at the time and is not indicative of rental rate trends in any given quarter. Guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

According to CBRE, the average asking rental rate for retail space in the Sacramento region was $1.55 psf/month, triple net, in the first quarter of 2018. This average was up $0.04 from the previous quarter but has remained relatively stable over the past three years, hovering between $1.48 and $1.52 psf/month. The market is experiencing a widening gap between asking rates in newly constructed centers in desirable submarkets and obsolete centers in secondary locations, resulting in an offsetting effect on the average, but a larger range. With only minimal new construction projected to deliver additional space in 2018, demand for retail space will keep average asking rents from decreasing much in the near term.

New Construction

Construction activity was limited in the region during the period of roughly 2008-2013 in response to market conditions; however, new construction has increased in the region since 2014 as feasibility has improved. In the year 2014, new completions totaled about 390,000 square feet. In 2015, completions totaled about 370,000 square feet and included a 120,000 square foot Lifetime Fitness athletic club in Roseville, two buildings in the Rocklin Crossings shopping center (one of which is occupied by Bass Pro Shops), and a big box store in South Sacramento. The only completion in the first quarter of 2016 was an Applebee's restaurant in Rocklin. In the second quarter of 2016, there were two completions totaling about 34,000 square feet, including a Nordstrom Rack expansion in Folsom and three shop buildings in the Rocklin Crossing center in Rocklin. In the third quarter of 2016, completions totaled about 49,000 square feet – a Home Goods store in the Arden/Watt/Howe submarket and a Smart & Final store in Citrus Heights. Over 254,000 square feet was completed in the fourth quarter, including a Lifetime Fitness center in Folsom; and a Raley's grocery store, Nordstrom Rack and Cinemark Theater in the Arden/Watt/Howe submarket. In Downtown Sacramento, the new Golden 1 Center arena was completed in 2016 for the Sacramento Kings NBA basketball team, as well as for various concerts and other events. Several restaurants and shops have opened or are planned in and around the new arena.

In 2017, new construction was concentrated within two new major projects. The bulk of this was either build-to-suit or pre-leased before development began. Delta Shores, located in the South Sacramento submarket adjacent to Interstate 5, is an approximate 740,000 square foot retail center. In the fourth quarter 2017, Wal-Mart Supercenter opened a 300,000 square feet store, joining Dick's Sporting Goods, Hobby Lobby, Ross, ULTA, Old Navy, and PetSmart. RC Willey (170,000 square feet) and Regal Cinemas (14 screens) opened during the first quarter 2018.

New deliveries in the first quarter 2018 include the previously mentioned expansion at Rocklin Commons - 42,000 square feet leased to TJ Maxx and HomeGoods; RC Willey and Regal Cinemas in Delta Shores and a 29,296 square foot Sprouts Farmers Market in Natomas.

In the Downtown submarket, completion of Ice Blocks and Downtown Commons (DOCO) developments will further drive net absorption throughout 2018. Ice Blocks is a mixed-use development in the historic R Street Corridor in Midtown. At completion, it will feature three city blocks of ground floor retail with boutiques, cafes and restaurants, as well as office space and 142 loft-style apartment units. The last of the three blocks was delivered in the fourth quarter 2017, with West Elm leasing the largest 10,992 square feet space and scheduled to open mid-2018. Existing tenants include Bounty & Beast, Philz Coffee, Button Up boutique, Pure Barre, and several others.

Downtown Commons (DOCO) is a 630,000-square foot lifestyle center anchored by Macy's, Cinemark, 24 Hour Fitness and Urban Outfitters. The Sawyer Hotel mixed-use development, located in the DOCO project, delivered 53,000 SF of retail/restaurant space at the end of 2017. In addition to the larger anchor tenants, several restaurants have already opened (Haagen-Dazs, Punch Bowl Social, Sauced BBQ and Spirits); Echo & Rig Steakhouse opened in the first quarter 2018 and several others are scheduled to open later in the year - Burger Lounge, State Fare and Pressed Juicery.

The region has no new, large construction projects in the pipeline and construction activity will be minimal during the year 2018.

Looking Ahead

The Sacramento retail market started 2018 with overall positive absorption, due primarily to new space delivered, and a slightly declined vacancy rate, remaining 160 basis points below 10%. The market continues to be characterized by scarce availability and strong demand for the best quality projects in prime submarkets, whereas many older centers, some with functional issues, continue to struggle, having never fully recovered from the recession.

The coming year is expected to be one of continued moderate improvement for the Sacramento retail market, but activity is expected to slow as there is less available space in the prime submarkets. With no major construction planned, no significant increase in the supply of retail space is expected. Population and job growth are expected to continue to rise moderately, in large due to in-migration from the more costly Bay Area. In the near term, rental rates are projected to increase for good quality product in prime locations, particularly power regional centers, while older centers will discount their asking rates. Vacancy rates should continue to remain relatively stable, with possibly some upward fluctuation as the recent and impending store closures are absorbed. Demand for local service, experience-based and food tenants in the region is expected to be sustained, however, competition from internet retailers will continue to put pressure on the retail consumer goods industry.

Apartment Market Analysis Area

The Sacramento multifamily market continues to exhibit some of the strongest fundamentals in the Western United States. Rental growth, which hit double digits last year, slowed somewhat in 2017, but remains about 5% year-over-year as of the fourth quarter 2017. Vacancy continues to be at about 3%, as delivery of new units is scarcely keeping pace with demand. With occupancy above equilibrium, it is anticipated that rental growth will continue, albeit at a diminishing rate. Job growth and household income gains continue to improve, particularly in the leisure/hospitality and healthcare sectors, which bodes well for all residential real estate. As such, home prices continue to rise at rates similar to multifamily rental growth, thereby keeping home ownership competition at bay.

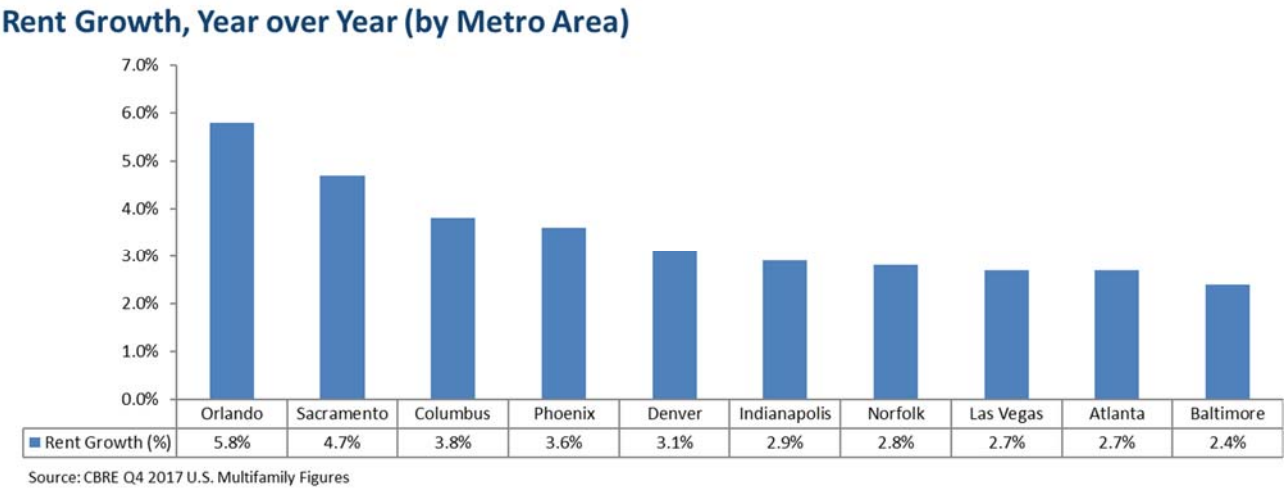
The following excerpt is from Marcus & Millichap's Multifamily Research 2018 Investment Forecast for the Sacramento Metro Area:

> *"Sacramento remains one of California's tightest markets. A cycle-high volume of apartments will be delivered in 2018, yet the metro's vacancy rate will adjust nominally, hovering around 3 percent. Diversified job creation led by a growing health industry will encourage a strong rate of household formations and attract more millennials to the area, fueling consistent renter demand. The more than $500 gap between the average rent and a monthly mortgage payment also bodes well for the multifamily sector during a span of increased construction. Central Sacramento is slated to welcome the most rentals this year at nearly 500 units. Outside the core, completions are spread throughout the metro, with 200-unit-plus projects slated for delivery in South Sacramento, Natomas and Rocklin. The distribution of new properties combined with steady renter demand will keep many suburbs' vacancy below the metro average, allowing a fourth consecutive year of stout overall rent growth."*

Another brokerage, Colliers International, offered the following statements about the Sacramento apartment market in its market report for the fourth quarter of 2017:

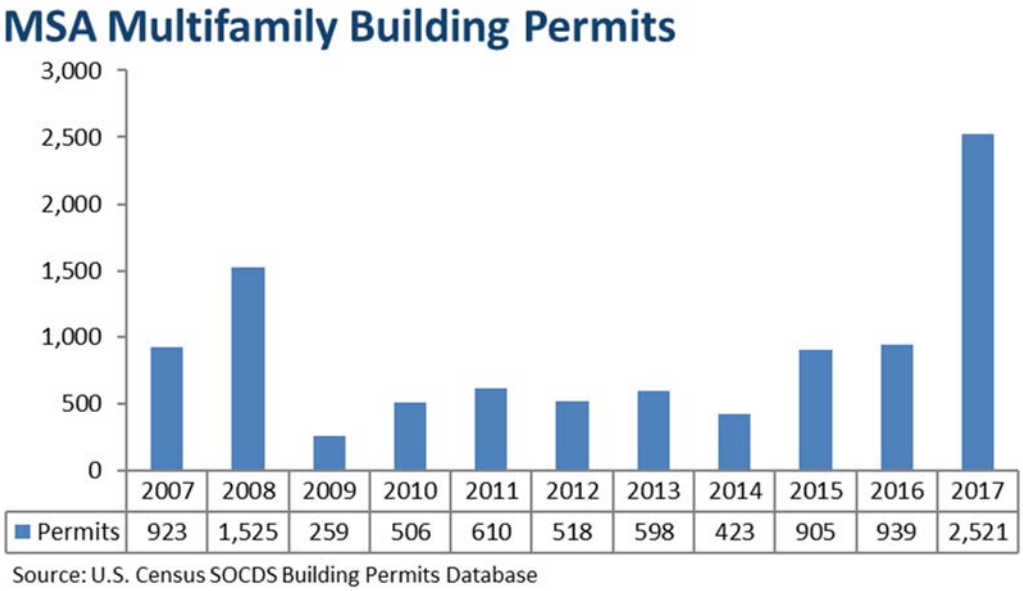
> *"As 2017 came to a close, the Sacramento multifamily residential market seems ready for another monumental year of growth. Investors see the potential for continued rent growth, driving sales to exceed the volume we saw in 2016. The average cap rate for 2017 fell below pre-recession levels, and the average price per unit reached an all-time high in Q4. In 2018, the Sacramento apartment market will receive a boost of new housing stock, nearly twice as many new units as the total for 2017, which will push top-of-market rents further than we've seen so far. Though rents dipped slightly in Q4 from the record high in Q3, we expect Sacramento will maintain its position as a leading rent-growth market."*

Information extracted from the Q4 2017 U.S. Multifamily Figures report by CBRE indicates the Sacramento metro area was second in the nation for annual rent growth in 2017. Only the Orlando area reported a higher growth, which, in addition to a robust economy, experienced an increase in multifamily demand from an influx of Puerto Rican residents who were displaced by Hurricane Maria.



New Construction

The following chart indicates the number of multifamily building permits issued over the recent past in the four-county Sacramento MSA (Sacramento, El Dorado, Placer and Yolo Counties). It is noted these figures include for-rent apartments and for-sale condominiums within projects containing at least five units.

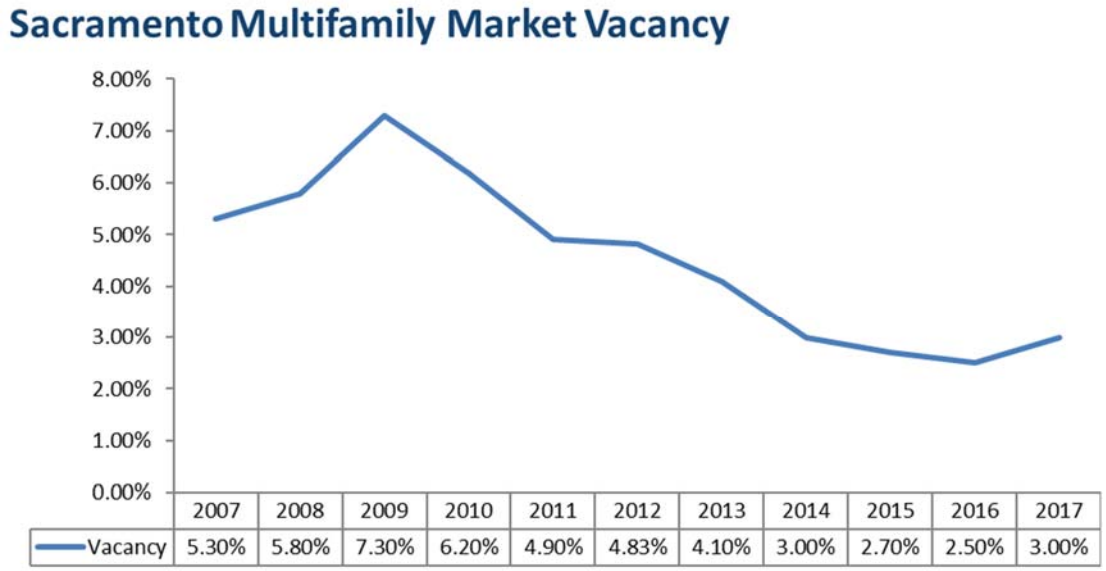


Permit activity for multifamily projects was low during the recovery years of 2010 through 2014. A significant increase was seen in 2015, 2016 and 2017 as developers began responding to improving market conditions, which included very low vacancy. Marcus & Millichap reported that 1,200 new apartment units were completed in the Sacramento region in the first half of 2017. Although there were no new properties delivered in fourth quarter 2017, an additional 788 permits were issued.

Metro wide, as of the end of 2017, there are 25 projects at various stages of construction, totaling 3,808 units, of which 1,571 units are expected to be completed in 2018. There are nine projects underway in the Central Sacramento submarket, accounting for nearly 500 rental units. Specifically, Ice House is expected to deliver 142 units in the Downtown area in the first half of 2018. Additional 200-unit-plus projects are slated for delivery in South Sacramento, Natomas and Rocklin in 2018.

Vacancy

Historically speaking, the regional apartment market has typically maintained relatively low vacancy. Over the last decade, after peaking in the 7% range in 2009, the region's average vacancy rate has steadily declined as noted in the table below. Four submarkets showed an increase in occupancy last quarter (Central Sacramento, Carmichael, Woodland/West Sacramento and Davis). Vacancy is expected to remain steady near 3.0% in 2018, despite a high volume of new apartments to be completed. The following chart shows the region's average annual apartment vacancy rate.

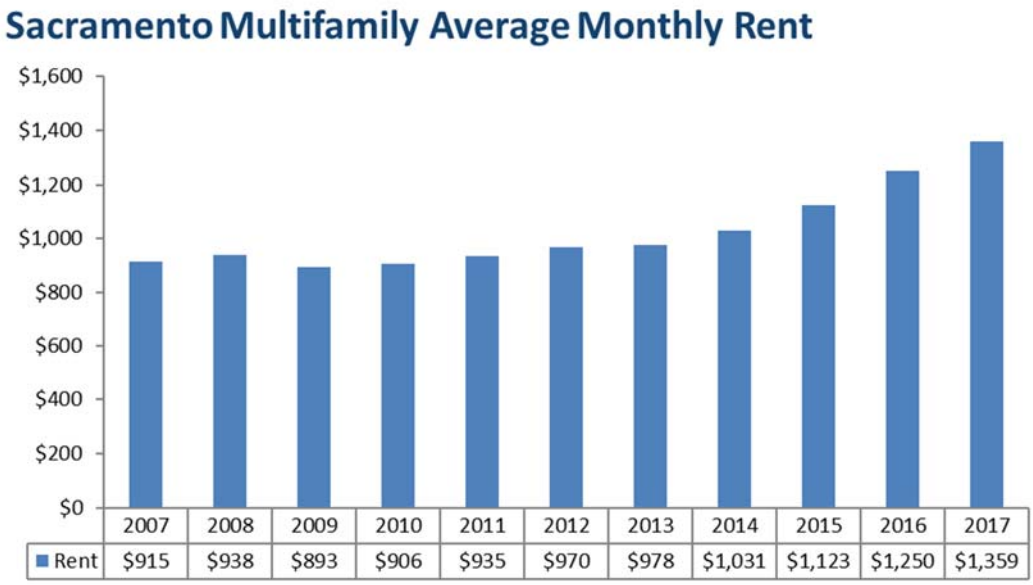


	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Vacancy	5.30%	5.80%	7.30%	6.20%	4.90%	4.83%	4.10%	3.00%	2.70%	2.50%	3.00%

Source: Marcus & Millichap (2007-2016); Colliers International (2017)

Rental Rates

The following chart shows recent trends in Sacramento's average apartment rental rate (effective rent after discounts and incentives).



Source: Marcus & Millichap (2007-2016); Colliers International (2017)

Submarket Data

The following table shows recent rental rates and average occupancy for some of the local submarkets, all of which have continued to record strong occupancy and rent levels.

Sacramento Multifamily Market Summary

Submarket	Average Rent	Average Occupancy	Average Vacancy
Central Sacramento	$1,793	96.3%	3.7%
South Sacramento	$1,336	97.7%	2.3%
Natomas	$1,376	96.9%	3.1%
N Sacramento/North Highlands	$1,260	96.0%	4.0%
Arden/Arcade	$1,165	98.2%	1.8%
Carmichael	$1,100	98.7%	1.3%
Rancho Cordova/East Sacramento	$1,232	96.8%	3.2%
Citrus Heights	$1,214	97.6%	2.4%
Orangevale/Fair Oaks/Folsom	$1,556	96.0%	4.0%
Roseville/Rocklin	$1,525	95.6%	4.4%
Woodland/West Sacramento	$1,196	98.1%	1.9%
Davis	$1,688	98.8%	1.2%

Source: Colliers International

Downtown

Consistent demand from young professionals desiring to live in Sacramento's urban core continues to have developers looking to capitalize. In the third quarter 2017, Sequoia Equities purchased Eviva Midtown for a record $53 million. Eviva was essentially the first large-scale, modern, urban mixed-use project developed in Sacramento. This sale sets a new record with a per unit price of nearly $450,000. One-bedroom units rent above $2,100 per month at Eviva. Also in the downtown area, the mixed-use Ice Blocks project is nearing completion. The 142-unit apartment component known as Ice House will come on-line in the first half of 2018, featuring studio, one and two-bedroom luxury apartment homes. A one-bedroom unit is projected to lease for as much as $2,000 per month.

Sales Activity

Colliers International reports that sale activity for Sacramento apartments continues to be active, noting there were five transactions in the seven-county region that broke the $20-million mark, the largest of which was for The Element student housing complex, which sold for $81.9 million ($284,322 per unit). The Element is located within a mile of California State University, Sacramento.

Additional notable sale transactions included

- The Eleven Hundred Apartment Homes: 565 units sold for $69 million ($122,123 / unit) in Arden/Arcade
- Landing at College Square Apartments: 270 units sold for $59 million ($218,518 / unit) in Laguna
- Sycamore Terrace: 244 units sold for $57.4 million ($235,245 / unit) in Pocket/Greenhaven
- The Artisan: 264 units sold for $53,277,500 ($201,808 / unit) in Elk Grove

During the fourth quarter 2017, transactions totaled $475.5 million, bringing the annual 2017 total to $1.65 billion. The median cap rate for all sales in 2017 was 5.50 percent, which is slightly lower than the previous low reported in 2007. Overall, apartment capitalization rates have trended downward over the past few years, although rates appear to be stabilizing in recent months.

Conclusion

The Sacramento apartment market continues to expand with strong rent increases and very low vacancy rates. Demand for apartments is strong and the addition of new supply has been relatively limited in past years. However, construction activity as of the end of 2017 is the highest experienced since 2003. Market vacancy has remained tight for the past several years, with a slight increase to 3% as of the end of 2017. Demand continues to keep pace with supply and vacancy levels are expected to remain steady into 2018.

While vacancy increased slightly, the region's average rental rate and sale price per unit have increased over the past couple of years, and both are expected to increase over the next 12 months. Rental growth will likely moderate to a more sustainable level in the 3 to 5% range. Overall, the region is poised for sustained growth and strong market conditions in the multifamily sector in 2018.

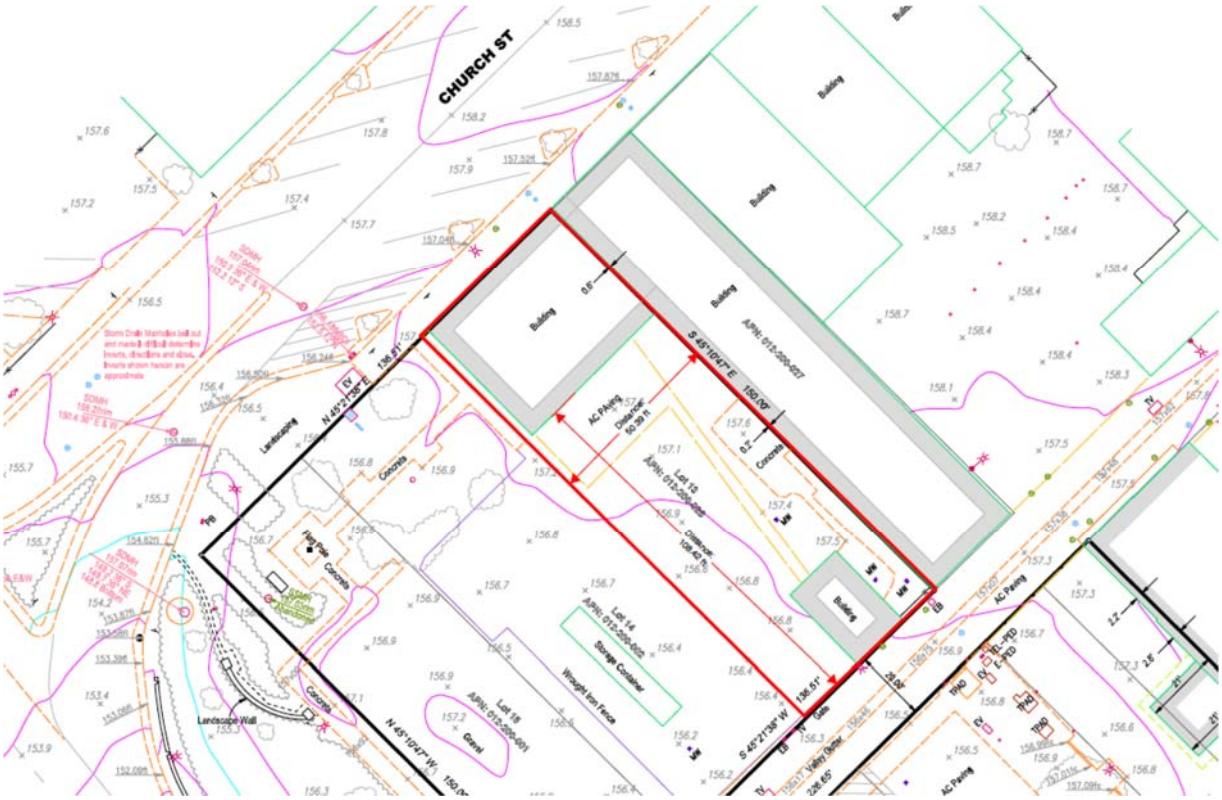
Property Analysis

The subject property represents 11 commercially-zoned parcels located northwest of Pacific Street, northeast of Washington Boulevard and southeast of Church Street, within the city of Roseville, Placer County, California. The subject's 11 contiguous Assessor's parcels are identified as 012-200-001, -002, -014, -015, -016, -017, -022, -023, -024, -025 and -028 (portion of). Please refer to the parcel map presented at the end of this section. Site improvements for six of the 11 parcels have been installed and they are used as a paved, striped and lighted public parking lot; however, these on-site improvements are deemed to provide no contributory value to the subject property, as a new development project would require removal or reconfiguration of the parking lot improvements. Further, continued long-term use as a parking lot is not the maximally productive use of the subject property. A table summarizing the subject's parcels is presented below.

On-Site Improvements

APN	Land Area (SF)	Current Use	Site Improvmenets
012-200-001	5,066	Vacant Land	Previous improvements razed
012-200-002	7,091	Vacant Land	Previous improvements razed
012-200-014	2,682	Vacant Land	342± SF building at end of economic life
012-200-015	3,273	Vacant Land	Graded
012-200-016	1,867	Parking Lot	Graded, paved and lighted
012-200-017	5,569	Parking Lot	Graded, paved and lighted
012-200-022	3,220	Parking Lot	Graded, paved and lighted
012-200-023	3,456	Parking Lot	Graded, paved and lighted; City water well no in use
012-200-024	2,638	Parking Lot	Graded, paved and lighted
012-200-025	3,212	Parking Lot	Graded, paved and lighted
012-200-028 (portion)	5,463	Vacant Land	442± SF building at end of economic life
Total Land Area	**43,537**		

As shown in the table above, APN 012-200-014 is improved with a 342± square foot building that is vacant and exhibits significant signs of deferred maintenance. Additionally, a 442± square foot structure on APN 012-200-025 is reportedly used for storage on the southern end of the parcel. A concrete block building is located on APN 012-200-023 that houses a water well that is no longer in use. All of these structures will be demolished prior to any new development, and the improvements do not offer contributory value to the subject property. Demolition costs are expected to be nominal and will be included as part of the overall site development costs for a new project. While APN 012-200-028 contains 7,462± square feet of land area, the appraised portion consists of 5,463± square feet. We were provided with an exhibit of APN 012-200-028 that shows the division of the parcel and the land area that is considered for this appraisal. The market value contained herein is based on the hypothetical condition that the parcel split has been recorded with the appraised portion being legally transferrable as of the date of value. The exhibit is presented on the following page.



The City has been actively working on the Downtown Vernon Street and Historic Old Town Specific Plan Project, which will help implement the Downtown Vision created by planners in early 2006. The Roseville City Council adopted the Downtown Specific Plan on April 1, 2009. The project area is 160 acres and includes Vernon Street, Historic Old Town, Royer Park, Dry Creek and the Oak Street/Douglas corridor. The goals of the project are to improve connectivity within Downtown, as well between Downtown and its surroundings; identify land uses and development standards responsive to market opportunities and that facilitate quality architecture and urban design; reinforce identity through the establishment of character districts and gateway elements; create and enhance public places that support community activity, spirit and involvement; and promote arts, culture, heritage, entertainment and education.

The subject property is planned for the development of the Junction Crossing, an 80-unit, four-story affordable housing project consisting of studio and one-bedroom units. Note that the scope of work for this appraisal only considers the subject's underlying land. The valuation of the proposed project is not included in this appraisal.

Land Description and Analysis

Land Description	
Land Area	1.00 acres; 43,537 SF
Source of Land Area	Public Records
Primary Street Frontage	Church St.
Shape	Irregular
Corner	Yes
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	No problems reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06061C-0478F
Date	June 8, 1998
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Roseville
Zoning Designation	HD/SA-DT
Description	Historic District/Special Area - Downtown Specific Plan (DT-4)
Zoning Change Likely?	No
Permitted Uses	The Historic District (HD) is intended to be applied to the original commercial core of Roseville to acknowledge its historic and architectural significance. The HD zoning district is intended to ensure that new land uses and development within the district further the rehabilitation, revitalization, and preservation of the architectural, aesthetic, historic and economic health of the district. Accompanying this zone are the development standards and guidelines that are focused on promoting the overall preservation of the historic nature of this area. The SA, special area district is an overlay district which allows modification of the underlying general district regulations (including both permitted use types and development standards) by reference to regulations adopted either in a specific plan, which applies to the property so classified, or in the ordinance rezoning the property so classified. The subject is designated 'Central Business District' within the Downtown Specific Plan, which allows for a wide range of commercial, multi-family and mixed-use development, including – but not limited to – community services, public parking services, multi-family residential, banks/financial services, retail stores, offices, etc.
Other Land Use Regulations	None
Utilities	
Service	Provider
Water	City of Roseville
Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	PG&E

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Easements, Encroachments and Restrictions

An inspection of the subject property revealed no apparent adverse easements, encroachments or other conditions currently impacting the subject. However, the exact locations of typical roadway and utility easements, or any additional easements, which would be referenced in a preliminary title report, were not provided to the appraiser. The appraiser is not a surveyor nor qualified to determine the exact location of easements. It is assumed any easements noted in a current preliminary title report do not have an impact on the opinion(s) of value as provided in this report. If, at some future date, any easements are determined to have a detrimental impact on value, the appraiser reserves the right to amend the opinion(s) of value contained herein.

Seismic Hazards

According to the Seismic Safety Commission, the subject is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

Looking west across the property

Looking northwest across APN:012-200-014

Southwest corner of the property

Looking northwest across the property

Looking northwest across the property

Looking north across the property

Looking northwest across the property

Southwest perimeter of the property (APN 012-200-024)

Looking northeast across the property

Looking northeast along the alley between the properties

Southwest perimeter of the property (APN 012-200-021)

Building on APN 012-200-028

Looking northwest across APN 012-200-002

Looking northwest across APN 012-200-002 and -028

Looking northwest across APN 012-200-028

Looking east across the property

Looking southeast across the property

Northwest perimeter of the property (fronting Church Street)

Looking southeast across the property

Looking northeast along Pacific Street

Looking southeast along Pacific Street

Looking north east along Church Street

Looking southwest along Church Street

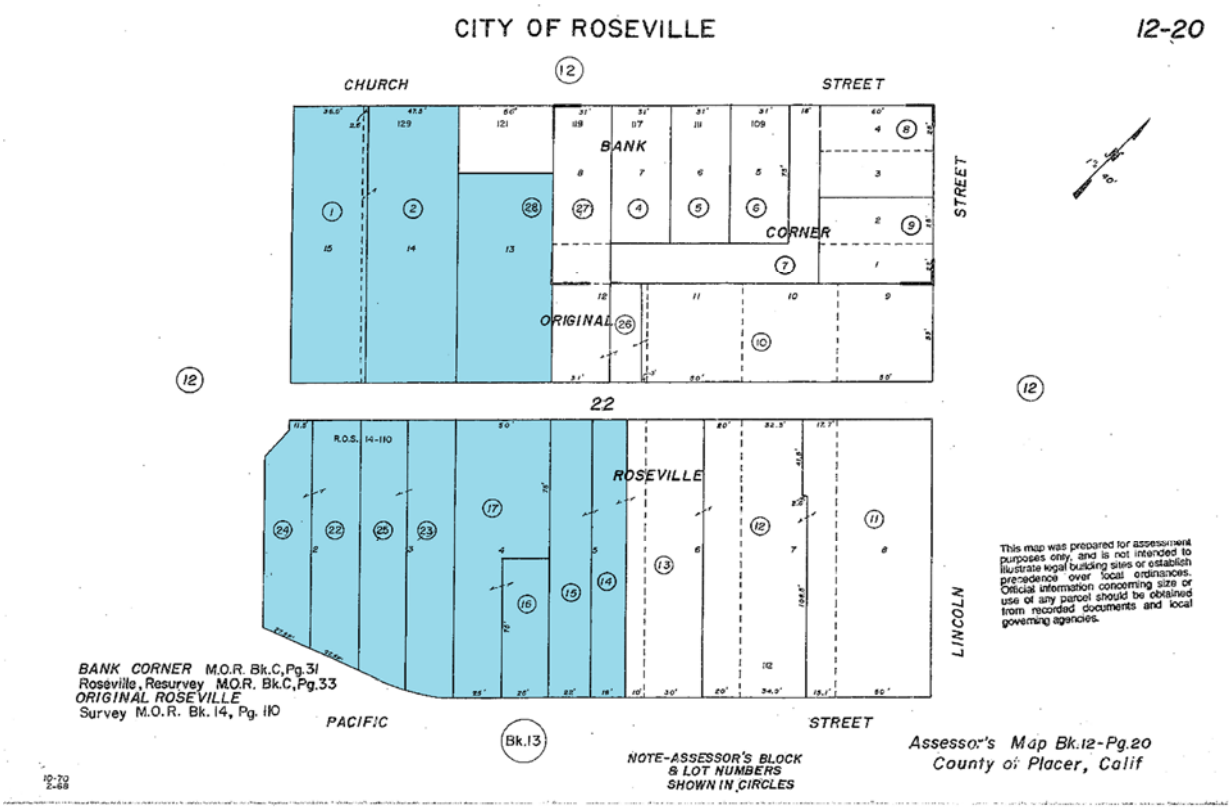
Looking southeast along Washington Boulevard

Looking northwest along Washington Boulevard

Site Plan

Source: Google Maps – Boundary lines are approximate

Parcel Map


CITY OF ROSEVILLE
12-20
CHURCH
STREET
BANK
CORNER
ORIGINAL
ROSEVILLE
STREET
LINCOLN
PACIFIC
STREET
22
R.O.S. 14-110
BANK CORNER M.O.R. Bk.C,Pg.31
Roseville, Resurvey M.O.R. Bk.C,Pg.33
ORIGINAL ROSEVILLE
Survey M.O.R. Bk. 14, Pg. 110
Bk.13
NOTE-ASSESSOR'S BLOCK
& LOT NUMBERS
SHOWN IN CIRCLES
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
Assessor's Map Bk.12-Pg.20
County of Placer, Calif

Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1978-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be reappraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

Nine of the eleven parcels are owned by the City of Roseville; therefore, ad valorem taxes are not applied to these parcels. In other words, there is an exemption due to the public ownership of the property. However, APN 012-200-002 and -028 are owned by Placer Equity Loan, and real estate taxes and assessments for the current tax year for these properties are shown in the following table.

Taxes and Assessments - 2017/2018

	Assessed Value			Taxes and Assessments			
					Ad Valorem		
Tax ID	Land	Improvements	Total	Tax Rate	Taxes	Direct Assessments	Total
012-200-002	$53,051	$0	$53,051	1.063610%	$564	$721	$1,285
012-200-028 (portion)	$58,355	$143,238	$201,593	1.063610%	$2,144	$777	$2,921
	$111,406	$143,238	$254,644		$2,708	$1,497	$4,206

According to the Placer County Treasurer Tax Collector's Office, the subject property is encumbered by direct charges, all of which represent annual charges that cannot be paid off. The subject does not have any special assessment obligations relating to Mello-Roos or Assessment District bonds. According to public records, the owner is current on property taxes.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Legally Permissible

In accordance with the definition of highest and best use, it is appropriate to analyze the subject property as though vacant as it relates to legal permissibility, physical possibility, financial feasibility and maximum productivity. The site is zoned HD/SA-DT, Historic District/Special Area - Downtown Specific Plan (DT-4). The HD zone is intended to be applied to the original commercial core of Roseville to acknowledge its historic and architectural significance. The subject is designated 'Central Business District' within the Downtown Specific Plan, which allows for a wide range of commercial, multi-family and mixed-use development, including – but not limited to – community services, public parking services, multi-family residential, banks/financial services, retail stores, offices, etc. This area has undergone extensive planning and review; zoning modifications are considered highly unlikely. Based on a review of the subject's zoning ordinance, and given prevailing land use patterns in the area, only commercial and/or mixed-use development is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use(s) include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, off-site improvements, easements and soil and subsoil conditions. Since the legally permissible test has resulted in a potential for commercial and/or mixed-use development, at this point the physical characteristics are examined to see if they are suited for the legally permissible uses.

Location considerations include the compatibility and position of the subject property with respect to surrounding uses. Based on our physical inspection of the subject property, we know of no reason why the property would not support any legal development. The size, shape and topography of the subject property appear adequate for development. The property is located in Flood Zone X, described as areas outside of the 500-year floodplains. Flood insurance is not required. In addition, the property is not located within a Fault-Rupture Hazard Zone. All utility services are available, and evidence of residential and commercial development in the immediate area provides additional support for the possibility of development. Typical roadway and utility easements exist but are not unusual in any

way. It is assumed any easements do not adversely affect the subject's potential for development. Overall, the subject property has physical characteristics that support the legally permissible uses.

The subject property is located within the city of Roseville, specifically the Historic Downtown area, and the subject's location is considered average for the legally permissible uses. The property has frontage, visibility and access along Church and Pacific Streets, as well as Washington Boulevard. In addition, the property is proximate to Interstate 80 via Atlantic Street. Not all of the individual parcels could each support development, as some of the subject parcels have small areas and narrow shapes. Assemblage of the parcels is logical and would create project identification and economies of scale as one development. Thus, assemblage is considered to be appropriate and would create one 43,537± square foot property.

Overall, the subject property has physical characteristics that support the legally permissible uses.

Financially Feasible

The determination of financial feasibility is dependent primarily upon supply and demand influences. Vacancy for retail properties in Roseville has steadily decreased and is low when compared to other areas of the greater Sacramento region. The subject has an infill location within the Historical Downtown Roseville area, which has enjoyed recognition as a revitalized historic commercial district and benefits from its proximity to residential development, as well as regional transportation routes. With large scale developments such as Rocklin Commons and Rocklin Crossings completed in recent years, this suggests that developers are anticipating continued improvement. However, the subject has a comparatively inferior location for commercial development. However, current market rents and sale prices are still not high enough to justify new construction. In other words, the cost of construction plus land value exceeds the value of the property upon completion of construction. Thus, new construction is not considered financially feasible.

Regarding multifamily development, while the apartment market is currently regarded as one of, if not the best, performing sectors in commercial real estate, it may still take some time for the market to improve for properties in more mature areas like the subject's location. It is our opinion the proposed affordable multifamily project (Junction Crossing) or a mixed-use, retail or multifamily development is not financially feasible in the current market. Development may be feasible under certain build-to-suite scenarios with a credit tenant in place and contract rent sufficiently high enough to financially justify construction.

Maximally Productive

Legal, physical and financial feasibility conditions have been analyzed to evaluate the highest and best use of the subject property. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Based on the factors previously discussed, holding for future development is the maximally productive land use that is legally permissible, physically possible and financially feasible.

Conclusion

Considering the subject's specific characteristics, the highest and best use of the subject property – as vacant – is for assemblage of the parcels and holding for future commercial and/or mixed-use

development. The timing of future development would depend on improvement in market conditions as it relates to market rent and sale price levels.

As Improved

As with the highest and best use as though vacant, the four tests of highest and best use must also be applied to the subject property considering the in-place improvements. Consideration must be given to the continued as-is use of the subject, as well as alternative uses for the property. The potential alternative uses consist of demolition, expansion, conversion or renovation. A discussion of the possible “as improved” uses is offered below.

Demolition

One alternative would be to demolish the existing improvements and paving, creating vacant sites. Based on our physical inspection of the subject property, the buildings on-site are in poor condition and do not offer any contributory value to the subject property. Additionally, site improvements for six of the 11 parcels have been installed and they are used as a paved, striped and lighted public parking lot; however, these on-site improvements are deemed to provide no contributory value to the subject property, as a new development project would require removal or reconfiguration of the parking lot improvements. Demolition costs are expected to be nominal and will be included as part of the overall site development costs for a new project. Further, continued long-term use as a parking lot is not the maximally productive use of the subject property.

Expansion

Although expansion is physically possible, given the poor condition of the existing buildings, expansion of the existing buildings is not considered to be an appropriate alternative. Additionally, while a new structure could be supported on the site, it is not financially feasible or in line with the highest and best use as vacant.

Conversion

Conversion to a significantly different use would not be financially feasible or in line with the highest and best use as vacant analysis. Therefore, conversion is not an appropriate alternative.

Renovation

The buildings are in poor condition. A significant renovation would be required prior to any occupancy. Renovation is not financially feasible given the condition of the buildings.

Continued Use – As-Is

The buildings have reached the end of their economic life and should be demolished. The paved portion of the site can continue to be used as a parking lot as an interim use until development is financially feasible.

Conclusion

Legal, physical and financially feasible considerations, as well as alternative uses and market considerations, have been analyzed to evaluate the highest and best use of the subject property as

improved. Based on this analysis, the subject's highest and best use as improved is for demolition of the existing buildings and continuation of the current parking lot use.

Most Probable Buyer

Taking into account the functional utility of the site and area development trends, the probable buyer would be an investor, developer or speculator looking to hold for future development.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

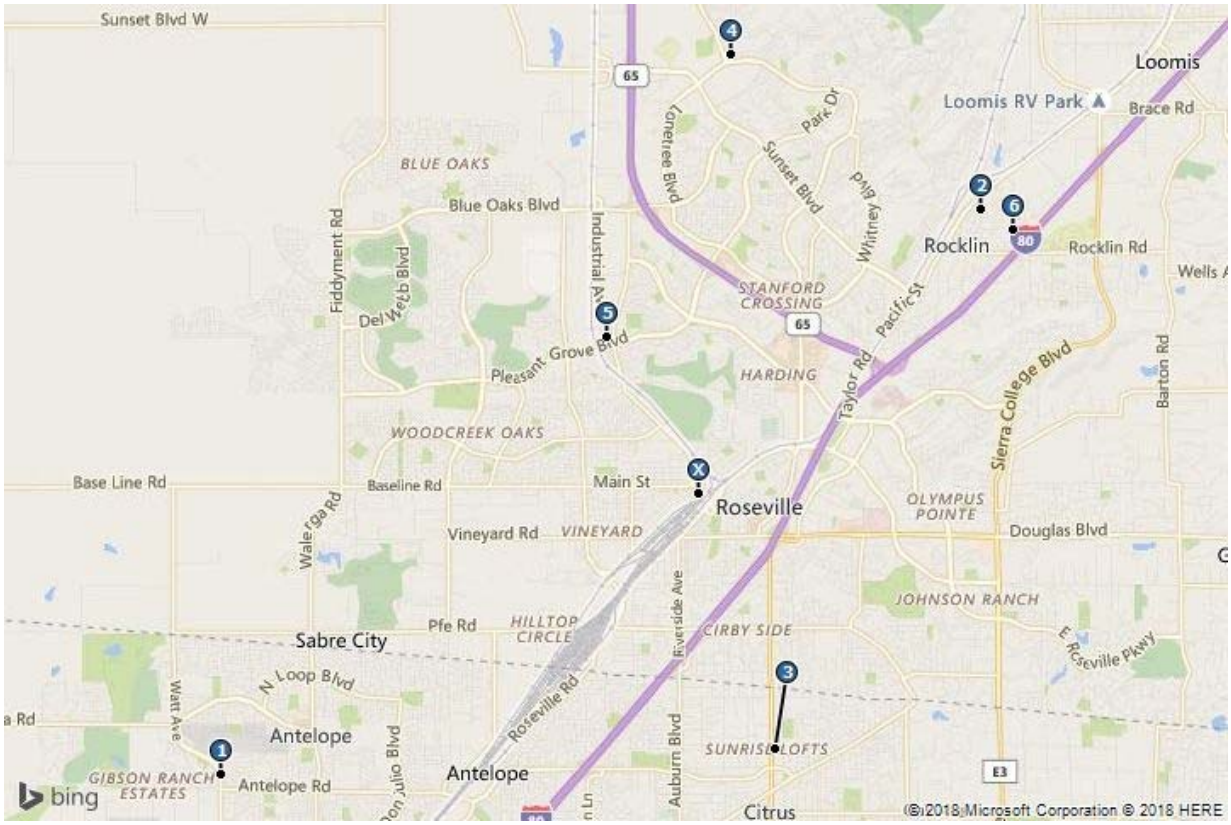
- Location: Sacramento region
- Size: Less than 3 acres
- Use: Vacant land zoned for commercial uses
- Transaction Date: Within the past three years

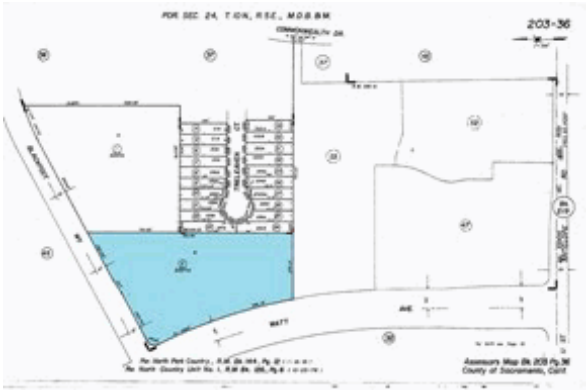
For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	Vacant Land 7681 Watt Avenue Antelope Sacramento County CA	Oct-17 Closed	$700,000	130,680 3.00	Light Commercial	$5.36	$233,333
	Comments: Sale of a 3-acre parcel zoned Light Commercial. The property was on the market for approximately 48 months and was originally listed for $735,000. The property is located in a densely populated residential area.						
2	4700 Grove St. Rocklin Placer County CA	Jul-17 Closed	$295,000	53,307 1.22	General Service Commercial	$5.53	$241,052
	Comments: Vacant parcel located adjacent to Placer County Association of Realtors event center, single-family residential development and a religious facility. We were unable to confirm the buyer's plans for the property.						
3	7948 Sunrise Boulevard 7948 Sunrise Blvd. Citrus Heights Sacramento County CA	Feb-16 Closed	$255,000	51,401 1.18	Very Low Density Residential	$4.96	$216,102
	Comments: This comparable represents a parcel located along the east line of Sunrise Boulevard, near the Citrus Heights/Roseville border. The property is currently improved with an older single-family residence. Reportedly, the buyer plans to redevelop the property with a commercial building.						
4	2021 Wildcat Blvd. Rocklin Placer County CA	Jan-16 Closed	$393,500	65,340 1.50	Planned Development/Bus. Prof./Commerci	$6.02	$262,333
	Comments: Sale of a parcel adjacent to a fire station within the city of Rocklin. The property has frontage along W. Stanford Ranch Road and Wildcat Boulevard.						
5	7100 Galilee Rd. Roseville Placer County CA	Nov-15 Closed	$315,000	82,764 1.90	General Commercial	$3.81	$165,789
	Comments: This transaction represents the sale of a commercial vacant parcel located along Galilee Road, an low-traffic interior street. Surrounding land uses include light industrial, office and some commercial uses.						
6	Vacant Land NWQ Sierra Meadows and Granite Dr. Rocklin Placer County CA	Apr-18 Listing	$229,000	19,782 0.45	Retail Business	$11.58	$504,294
	Comments: Active listing of a commercial parcel located in Rocklin. The property comprises a portion of the Sierra Meadows Plaza.						
	Subject Church and Pacific Streets Roseville, CA			43,537 1.00	Historic District/Special Area -		

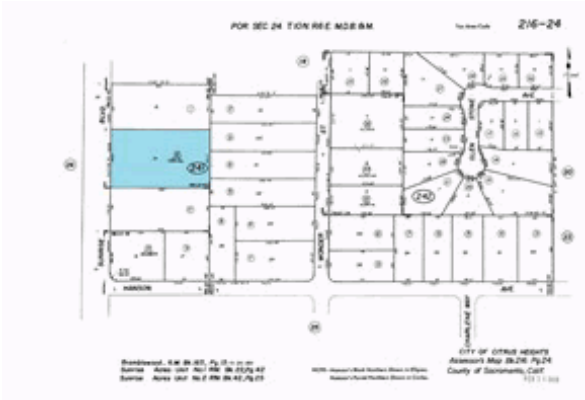
Comparable Land Sales Map





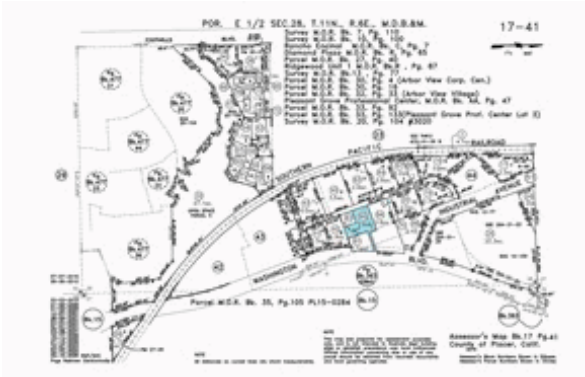
Sale 1
Vacant Land

Sale 2
4700 Grove St.



Sale 3
7948 Sunrise Boulevard

Sale 4
2021 Wildcat Blvd.



Sale 5
7100 Galilee Rd.

Sale 6
Vacant Land

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments are required.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments are required.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	The comparable sales represented cash to the seller transactions and, therefore, do not require adjustments.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	Sale 6 is an active listing. This sale is adjusted downward to reflect the likelihood that the sale price will be below the asking price due to typical negotiation with the buyer. The remaining comparables sold with no unusual conditions of sale and do not require adjustments.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Upward adjustments are applied to Sales 3 through 5, which transferred in 2015 and 2016, to account for the improvement in market conditions since the time of the sales.
Location	Market or submarket area influences on sale price; surrounding land use influences.	The subject is located within the Historic Downtown Roseville area. Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values. The subject is surrounded by residential and commercial development. Sale 3 is considered to be in an inferior area compared to the subject, and upward adjustment is applied. Conversely, Sales 4 and 6 are located in areas

Adjustment Factor	Accounts For	Comments
		that are considered to be superior in comparison to the subject's location and are adjusted downward. No further adjustments are required.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	The subject property is considered to possess average access/ exposure. Sale 3 is located along a major thoroughfare and Sale 6 is located within an established shopping center. Both of these comparables' locations provide superior access and/or exposure and are adjusted downward by varying degrees. No further adjustments are warranted.
Size	Inverse relationship that often exists between parcel size and unit value.	Applicable adjustments are applied for differences in size. The comparables that are appreciably smaller than the subject are adjusted downward and vice versa.
Off-Site Improvements	Primary physical factors that affect the utility of a site for its highest and best use.	The subject property has all off-site improvements in place, including asphalt-paved streets, curbs, gutters and sidewalks. Sales 2, 3 and 5 lack sidewalks and are adjusted upward slightly. The remaining comparables have similar off-site improvements in place; thus, no further adjustments are made.
Site Utility	Primary physical factors that affect the utility of a site for its highest and best use.	The subject property has average site utility given its shape, generally level topography, and lack of vegetation, trees, rocks or other impediments to development. All of the sales have similar site utility as the subject and no adjustments are required.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	Similar to the subject property, most of the sales have zoning permitting a variety of commercial

Adjustment Factor	Accounts For	Comments
		development. Sale 3 is zoned RD-3, low density residential. This property was purchased to be developed with a commercial building, but an upward adjustment is required to account for the application and approval process that will be necessary to develop the property as planned.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	Church and Pacific Streets	Vacant Land	4700 Grove St.	7948 Sunrise Boulevard	2021 Wildcat Blvd.	7100 Galilee Rd.	Vacant Land
Address	Church and Pacific St.	7681 Watt Avenue	4700 Grove St.	7948 Sunrise Blvd.	2021 Wildcat Blvd.	7100 Galilee Rd.	NWQ Sierra Meadows and Granite Dr.
City	Roseville	Antelope	Rocklin	Citrus Heights	Rocklin	Roseville	Rocklin
County	Placer	Sacramento	Placer	Sacramento	Placer	Placer	Placer
Sale Date		Oct-17	Jul-17	Feb-16	Jan-16	Nov-15	Apr-18
Sale Status		Closed	Closed	Closed	Closed	Closed	Listing
Sale Price		$700,000	$295,000	$255,000	$393,500	$315,000	$229,000
Square Feet	43,537	130,680	53,307	51,401	65,340	82,764	19,782
Acres	1.00	3.00	1.22	1.18	1.50	1.90	0.45
Price per Square Foot		**$5.36**	**$5.53**	**$4.96**	**$6.02**	**$3.81**	**$11.58**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–	–
Conditions of Sale		Market	Market	Market	Market	Market	Listing
% Adjustment		–	–	–	–	–	-10%
Market Conditions	4/25/2018	Oct-17	Jul-17	Feb-16	Jan-16	Nov-15	Apr-18
Annual % Adjustment		–	–	10%	10%	10%	–
Cumulative Adjusted Price		**$5.36**	**$5.53**	**$5.46**	**$6.62**	**$4.19**	**$10.42**
Location		–	–	10%	-10%	–	-10%
Access/Exposure		–	–	-10%	–	–	-5%
Size		10%	–	–	–	10%	-5%
Off-Site Improvements		–	5%	5%	–	5%	–
Site Utility		–	–	–	–	–	–
Zoning/Restrictions		–	–	5%	–	–	–
Net $ Adjustment		$0.54	$0.28	$0.55	-$0.66	$0.63	-$2.08
Net % Adjustment		10%	5%	10%	-10%	15%	-20%
Final Adjusted Price		**$5.89**	**$5.81**	**$6.00**	**$5.96**	**$4.81**	**$8.33**
Overall Adjustment		10%	5%	21%	-1%	27%	-28%

Range of Adjusted Prices	**$4.81 - $8.33**
Average	**$6.14**
Indicated Value	**$5.75**

Land Value Conclusion

Prior to adjustment, the sales reflect a range of $3.81 - $11.58 per square foot. After adjustment, the range is narrowed to $4.81 - $8.33 per square foot, with an average of $6.14 per square foot.

Sale 6 is an active listing in which the final sale price is uncertain and guarded reliance is placed on this comparable. Sale 1 is the most recent transaction in the data set; however, it is the largest property in the data set. Sale 3 required the most gross adjustments and Sale 5 represents the low end of the range and is the most dated transaction in the data set. Sale 2 required the least amount of gross adjustments. While Sale 4 also required a reasonable amount of adjustments, it is located in a superior area. Given the previous discussion, the most emphasis is place on Sale 2. As such, with emphasis on Sale 2 and support from the remainder of the data set, a market value estimate of $5.75 per square foot of land area is concluded for the subject property.

We arrive at a land value conclusion as follows:

Land Value Conclusion	
Indicated Value per Square Foot	$5.75
Subject Square Feet	43,537
Indicated Value	$250,338
Rounded	$250,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	April 25, 2018	$250,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The market value estimated herein is subject to a hypothetical condition, defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." While APN 012-200-028 contains 7,462± square feet of land area, the appraised portion consists of 5,463± square feet. The market value herein is based on the hypothetical condition that the parcel split has been recorded with the appraised portion being legally transferrable as of the date of value.

Exposure Time

Exposure time is the period a property interest would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. In attempting to estimate a reasonable exposure time for the subject property, we looked at both the historical exposure times of a number of sales, as well as current and past economic conditions. Based on a survey of market participants, a transfer of industrial properties in the region typically occurs within 12 months of exposure. It is estimated the exposure time for the subject property, if appropriately priced, would have been within 12 months of initial exposure.

Marketing Time

Marketing time is an estimate of the time to sell a property interest in real estate at the estimated market value during the period immediately after the effective date of value. A reasonable marketing time is estimated by comparing the recent exposure time of similar properties, and then taking into consideration current and future economic conditions and how they may impact marketing of the subject property.

The marketing time for the subject property is not anticipated to vary significantly from the exposure time. Thus, the marketing time is estimated at 12 months or less.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for the current client within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Kevin Ziegenmeyer, MAI, made a personal inspection of the property that is the subject of this report. Ligia Dejeu has also personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Kevin Ziegenmeyer, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Ligia Dejeu has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567

Ligia Dejeu
Certified General Real Estate Appraiser
California Certificate # 3004823

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Sacramento, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Sacramento is not a building or environmental inspector. Integra Sacramento does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Sacramento, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The market value estimated herein is subject to a hypothetical condition, defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." While APN 012-200-028 contains 7,462± square feet of land area, the appraised portion consists of 5,463± square feet. The market value herein is based on the hypothetical condition that the parcel split has been recorded with the appraised portion being legally transferrable as of the date of value.

Addendum A

Appraiser Qualifications

Kevin Ziegenmeyer, MAI

Integra Realty Resources
San Francisco

San Francisco, CA 95765

T 916-435-3883
F 916-435-4774

irr.com

Experience

Mr. Ziegenmeyer is a Certified General real estate appraiser and holds the Appraisal Institues MAI desigation. In 1989, Mr. Ziegenmeyer began his career in real estate as a controller for a commercial and residential real estate development corporation. In 1991 he began appraising and continued to be involved in appraisal assignments covering a wide variety of properties, including office, retail, industrial, residential income and subdivisions throughout the Central Valley area of California, Northern Nevada, and within the Sacramento Metropolitan Area. Over the past several years, Mr. Ziegenmeyer has handled many of the firm's master-planned property appraisals and has developed expertise in the valuation of Community Facilities Districts and Assessment Districts. In early 2015, Mr. Ziegenmeyer obtained the Appraisal Institute's MAI designation. Kevin is currently Senior Managing Director of the Integra-San Francisco office and Managing Director of the Integra-Sacramento office.

Licenses

California, Certified General Real Estate Appraiser, AG013567, Expires June 2019

Education

Academic:
Bachelor of Science in Accounting, Azusa Pacific University, California

Appraisal and Real Estate Courses:
Standards of Professional Practice, Parts A, B & C
Basic Valuation Procedures
Real Estate Appraisal Principles
Capitalization Theory and Techniques, Part A
Advanced Income Capitalization
Report Writing and Valuation Analysis
Advanced Applications
IRS Valuation Summit I & II
2008, 2009, 2010 & 2011 Economic Forecast
Business Practices and Ethics
Contemporary Appraisal Issues with Small Business Administration Financing
General Demonstration Appraisal Report Writing Seminar
7-Hour National USPAP Update Course
Valuation of Easements and Other Partial Interests
2009 Summer Conference
Uniform Appraisal Standards for Federal Land Acquisitions
2008 Economic Update
Valuation of Conservation Easements
Subdivision Valuation
2005 Annual Fall Conference
General Comprehensive Exam Module I, II, III & IV
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
2004 Central CA Market Update
Computer-Enhanced Cash Flow Modeling
Forecast 2000, 2001, 2002, 2003 & 2004
Land Valuation Assignments

kziegenmeyer@irr.com - 916-435-3883 x224

Kevin Ziegenmeyer, MAI

Education (Cont'd)

Land Valuation Adjustment Procedures
Highest & Best Use and Market Analysis
Entitlements, Land Subdivision & Valuation
Real Estate Value Cycles
El Dorado Hills Housing Symposium
Federal Land Exchanges
M & S Computer Cost-Estimating, Nonresidential

Integra Realty Resources
San Francisco

San Francisco, CA 95765

T 916-435-3883
F 916-435-4774

irr.com

kziegenmeyer@irr.com - 916-435-3883 x224

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Kevin K. Ziegenmeyer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 013567

Effective Date: June 5, 2017
Date Expires: June 4, 2019

Jim Martin, Bureau Chief, BREA

3034684

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Ligia Dejeu

Experience

Ms. Dejeu is an Appraiser at the firm. After completing her bachelor's degree at California State University, Chico, Ms. Dejeu worked in banking as a branch manager for ten years before she joined the firm full-time in 2012. Ms. Dejeu is assisting in the research, analysis and writing of narrative appraisal reports for a wide variety of commercial properties including multifamily, office, retail and industrial, as well as commercial land and special-use properties such as Low Income Housing Tax Credit (LIHTC) projects, self-storage facilities and surgery centers. Ms. Dejeu has developed the experience and background necessary to deal with complex assignments covering an array of property types.

Licenses

California, Certified General Real Estate, 3004823, Expires October 2019

Education

Academic:
Bachelor of Science in Business Administration (Concentration in Business Management), California State University, Chico

Appraisal and Real Estate Courses:
Basic Appraisal Principles
Basic Appraisal Procedures
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach Part 1
General Appraiser Income Approach Part 2
General Appraiser Report Writing and Case Studies
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
Uniform Standards of Professional Appraisal Practice
Residential Sales and Income Approach
Laws and Regulation for California Appraisers

Integra Realty Resources
Sacramento

3825 Atherton Rd
500
Rocklin, CA 95765

T 916-435-3883
F

irr.com

ldejeu@irr.com - 916-435-3883 x240

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Ligia Dejeu

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3004823

Effective Date: October 6, 2017
Date Expires: October 5, 2019

Jim Martin, Bureau Chief, BREA

3037408

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Grant Deeds

RECORDING REQUESTED BY
AND WHEN RECORDED,
RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678
Document exempt from recording fees pursuant to Government Code Section 27383

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0037179-00

THURSDAY, JUN 5, 2014 10:55:39
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02360242
CLK7NMLFJ1/MB/1-4

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE hereby grants to the

CITY OF ROSEVILLE, a municipal corporation,

the following described real property in the City of Roseville, County of Placer, State of California:

(See legal description attached as Exhibit "A")

Dated this 2nd day of June, 2014.

Successor Agency of the Redevelopment Agency of the City of Roseville:

RAY KERRIDGE
City Manager

(Notarization Required)

(9/00)

STATE OF CALIFORNIA)
: ss.
COUNTY OF PLACER)

On June 2, 2014, 2014, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person 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.

Judy Moore

Notary Public in and for said State

JUDY MOORE
Commission # 1902293
Notary Public - California
Placer County
My Comm. Expires Sep 28, 2014

Document: Grant Deed

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE NORTHEASTERLY 18 FEET OF THE SOUTHWESTERLY 40 FEET OF LOT 5 IN BLOCK 22 OF "THE TOWN OF ROSEVILLE" AS PER MAP FILED AUGUST 13, 1864 AN BOOK "A" OF MAPS, PAGE 30, PLACER COUNTY RECORDS.

APN: 012-200-014

PARCEL TWO:

THE SOUTHWESTERLY 22 FEET OF LOT 5 IN BLOCK 22 OF THE "TOWN OF ROSEVILLE", AS PER MAP FILED AUGUST 13, 1864 IN BOOK "A" OF MAPS, PAGE 30, PLACER COUNTY RECORDS

APN: 012-200-015

RESOLUTION NO. 73-72

AUTHORIZING CITY CLERK TO ACCEPT GRANTS OR
DEEDS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Section 27281 of the Government Code of the State of California requires that deeds or grants conveying an interest in real property to political corporations must be accepted by the Grantees prior to being recorded; and

WHEREAS, said Section 27281 provides a method whereby an officer or agent may be designated by the political corporation to accept such deeds on its behalf;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE AS FOLLOWS:

That the City Clerk and the Deputy City Clerk of the City of Roseville are hereby authorized to accept, on behalf of the City of Roseville, all deeds or grants conveying any interest in or easement upon real estate to the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville at a regular meeting thereof held on the 18th day of July, 1973, by the following vote:

AYES COUNCILMEN: Owen R. Waltrip, Jr., Kenneth F. Royer, George A. Buljan

NOES COUNCILMEN: None

ABSENT COUNCILMEN: Gilbert A. Duran, Baron Reed

ATTEST: /s/ Pauline Brockman
City Clerk

/s/ George A. Buljan
Mayor

* * * * * * * * * * * *

I hereby certify the foregoing to be a true copy of Resolution No. 73-72 adopted by the City Council at a regular meeting thereof held on the 18th day of July, 1973, at the Council Chambers, City Hall, 316 Vernon Street, Roseville, California.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said city this 3rd day of June, 2014

Sonia Orozco
CLERK OF THE CITY OF ROSEVILLE

* * * * * * * * * * * *

This is to certify that the interest in real property conveyed by the deed or grant dated June 2, 2014 from the Successor Agency of the Redevelopment Agency of the City of Roseville, to the City of Roseville, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Roseville, pursuant to authority conferred by Council Resolution No. 73-72, adopted on July 18, 1973, and the Grantee consents to recordation thereof by its duly authorized officer.

DATE: June 3, 2014

Sonia Orozco
CITY CLERK

(Seal)

4

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0010347-00

THURSDAY, JAN 31, 2013 14:55:41
MIC $3.00 | AUT $2.00 | SBS $1.00
ERD $1.00 | RED $1.00 | REC $10.00
ADD $0.00

Ttl Pd $18.00 Rcpt # 02254184
clkdlmlfj1/JL/1-2

RECORDING REQUESTED BY:

AND WHEN RECORDED TO:
PLACER EQUITY LOANS
P.O. BOX 6014
AUBURN, CA 95604
Forward Tax Statements to
the address given above

TS #: **PFI-120137** Order #: **4104-50**
Loan #: **PLACER EQUITY LOANS**

TRUSTEE'S DEED UPON SALE

A.P.N.: **012-200-002 & 012-200-028** Transfer Tax: **$0.00**
THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3
The Grantee Herein **was** the Foreclosing Beneficiary.
The Amount of the Unpaid Debt was **$322,492.29**
The Amount Paid by the Grantee was **$25,000.00**
Said Property is in the City of **ROSEVILLE,** County of **Placer**

PLACER FORECLOSURE, INC., as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

PLACER EQUITY LOANS, AS TO AN UNDIVIDED 100% INTEREST

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **Placer**, State of California, described as follows:

PARCEL 1: LOT 14, BLOCK 22, "ORIGINAL TOWN OF ROSEVILLE", FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CA , IN BOOK "C" OF MAPS, PAGE 33.
EXCEPTING THEREFROM THE WEST 2 1/2 FEET AS CONVEYED TO W.L. HARJES, BY DEED RECORDED AUGUST 11, 1949 IN BOOK 554, PAGE 156, OFFICIAL RECORDS.
A.P.N. 012-200-002
PARCEL 2: LOT 13, BLOCK 22, "ORIGINAL TOWN OF ROSEVILLE", FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK "C" OF MAPS, PAGE 33.
A.P.N. 012-200-028

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **MSR PROPERTIES, LLC** as Trustor, recorded on **4/18/2007**, as instrument number **2007-0038823-00**, Book , Page of Official Records in the office of the Recorder of **Placer**, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on **10/2/2012** as instrument number **2012-0091618**, Book Page , of official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

TS #: **PFI-120137**
Loan #: **PLACER EQUITY LOANS**
Order #: **4104-50**

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **1/31/2013**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **$25,000.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **PLACER FORECLOSURE, INC.**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: **1/31/2013**

PLACER FORECLOSURE, INC.

By: _____
RON ROBBINS, PRESIDENT

STATE OF California
COUNTY OF Placer

On Jan. 31, 2013 before me, Shannon Winford, Notary Public, personally appeared, - Ron Robbins — 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.

Shannon Winford
Notary Name

SHANNON WINFORD
COMM. # 2002201
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES DEC. 27, 2016
MGC1

(Seal)

Addendum C

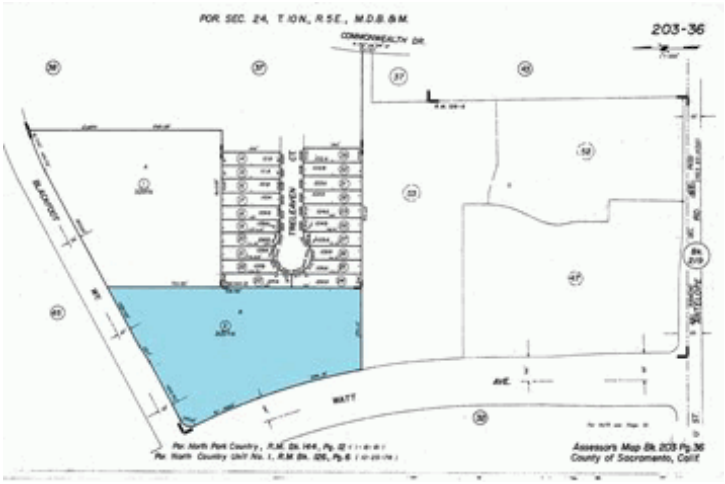
Comparable Data

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Commercial
Address:	7681 Watt Avenue
City/State/Zip:	Antelope, CA 95843
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	1865956



Sale Information

Sale Price:	$700,000
Effective Sale Price:	$700,000
Sale Date:	10/19/2017
Recording Date:	10/25/2017
Listing Price:	$735,000
Sale Status:	Closed
$/Acre(Gross):	$233,333
$/Land SF(Gross):	$5.36
Grantor/Seller:	Merrick Marital Trust dated October 1, 1999
Grantee/Buyer:	Johl Petroleum, Inc.
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2017-10250487

Comments

Sale of a 3-acre parcel zoned Light Commercial. The property was on the market for approximately 48 months and was originally listed for $735,000. The property is located in a densely populated residential area.

Improvement and Site Data

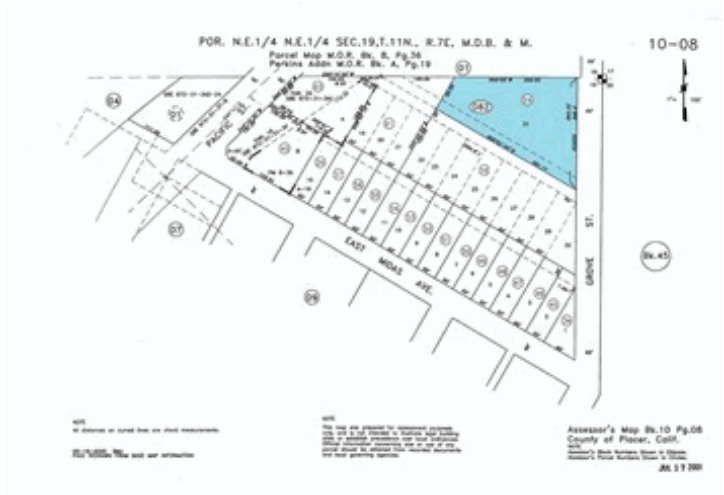
MSA:	Sacramento--Roseville--Arden -Arcade, CA
Legal/Tax/Parcel ID:	203-0360-002
Acres(Gross):	3.00
Land-SF(Gross):	130,680
Zoning Code:	LC
Zoning Desc.:	Light Commercial
Source of Land Info.:	Public Records

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	4700 Grove St.
Sub-Property Type:	Commercial
Address:	4700 Grove St.
City/State/Zip:	Rocklin, CA 95677
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	1894706



Sale Information

Sale Price:	$295,000
Effective Sale Price:	$295,000
Sale Date:	07/05/2017
Recording Date:	07/10/2017
Listing Price:	$316,245
Sale Status:	Closed
$/Acre(Gross):	$241,052
$/Land SF(Gross):	$5.53
$/Acre(Usable):	$241,052
$/Land SF(Usable):	$5.53
Grantor/Seller:	Placer County Assn of Realtors I
Grantee/Buyer:	Bryan E. and Tammy R. Bullard
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	51226
Verified By:	Ligia Dejeu
Verification Date:	01/21/2018

Improvement and Site Data

Legal/Tax/Parcel ID:	010-082-059
Acres(Usable/Gross):	1.22/1.22
Land-SF(Usable/Gross):	53,307/53,307
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Zoning Code:	C-3
Zoning Desc.:	General Service Commercial
Source of Land Info.:	Public Records

Comments

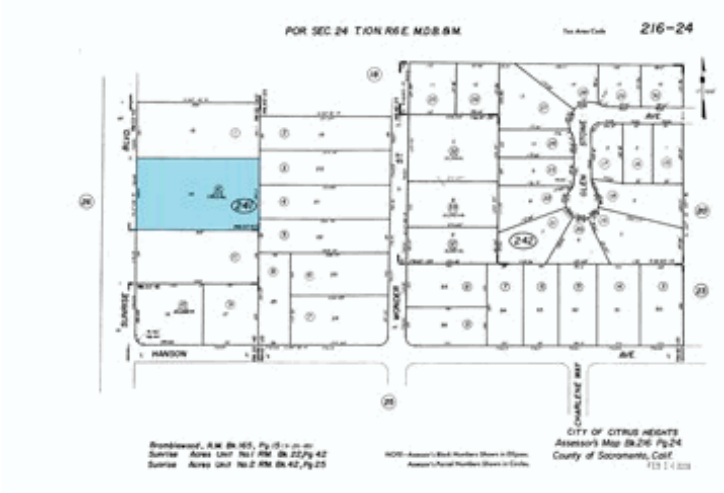
Vacant parcel located adjacent to Placer County Association of Realtors event center, single-family residential development and a religious facility. We were unable to confirm the buyers plans for the property.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	7948 Sunrise Boulevard
Sub-Property Type:	Residential
Address:	7948 Sunrise Blvd.
City/State/Zip:	Citrus Heights, CA 95610
County:	Sacramento
Market Orientation:	Suburban
IRR Event ID:	1944291



Sale Information

Sale Price:	$255,000
Effective Sale Price:	$255,000
Sale Date:	02/29/2016
Recording Date:	03/02/2016
Sale Status:	Closed
$/Acre(Gross):	$216,102
$/Land SF(Gross):	$4.96
$/Acre(Usable):	$216,102
$/Land SF(Usable):	$4.96
Grantor/Seller:	Kenan Si and Julia Wang
Grantee/Buyer:	Carmen Florina Bujor
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	160302-114
Verified By:	Ligia Dejeu
Verification Date:	04/26/2018

Sale Analysis

Current Use at T.O.S.:	Single-family residential
Proposed Use Change:	Yes
Proposed Use Desc.:	Commercial

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden -Arcade MSA
Legal/Tax/Parcel ID:	216-0241-012
Acres(Usable/Gross):	1.18/1.18
Land-SF(Usable/Gross):	51,401/51,401
Usable/Gross Ratio:	1.00
Zoning Code:	RD-3
Zoning Desc.:	Very Low Density Residential
Source of Land Info.:	Public Records

Comments

This comparable represents a parcel located along the east line of Sunrise Boulevard, near the Citrus Heights/Roseville border. The property is currently improved with an older single-family residence. Reportedly, the buyer plans to redevelop the property with a commercial building.

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	2021 Wildcat Blvd.
Sub-Property Type:	Commercial
Address:	2021 Wildcat Blvd.
City/State/Zip:	Rocklin, CA 95765
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	1894705

Sale Information

Sale Price:	$393,500
Effective Sale Price:	$393,500
Sale Date:	01/15/2016
Sale Status:	Closed
$/Acre(Gross):	$262,333
$/Land SF(Gross):	$6.02
$/Acre(Usable):	$262,333
$/Land SF(Usable):	$6.02
Grantor/Seller:	Stanford Ranch I, LLC
Grantee/Buyer:	Ashish & Sharmili Naik Corporation
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2016-0003091

Comments

Sale of a parcel adjacent to a fire station within the city of Rocklin. The property has frontage along W. Stanford Ranch Road and Wildcat Boulevard.

Improvement and Site Data

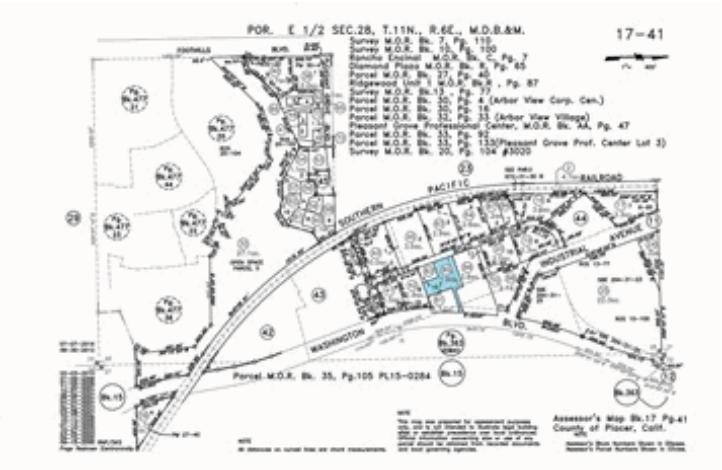
Legal/Tax/Parcel ID:	373-030-061
Acres(Usable/Gross):	1.50/1.50
Land-SF(Usable/Gross):	65,340/65,340
Usable/Gross Ratio:	1.00
Zoning Code:	PD/BP/C
Zoning Desc.:	Planned Development/Bus. Prof./Commercial
Source of Land Info.:	Public Records

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	7100 Galilee Rd.
Sub-Property Type:	Commercial
Address:	7100 Galilee Rd.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	1894707



Sale Information

Sale Price:	$315,000
Effective Sale Price:	$315,000
Sale Date:	11/23/2015
Recording Date:	11/25/2015
Sale Status:	Closed
$/Acre(Gross):	$165,789
$/Land SF(Gross):	$3.81
$/Acre(Usable):	$165,789
$/Land SF(Usable):	$3.81
Grantor/Seller:	Wayne E. and Diane M. Stilwell
Grantee/Buyer:	DF Properties, Inc.
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2015-0102579
Verification Date:	01/20/2018

Improvement and Site Data

Legal/Tax/Parcel ID:	017-410-085
Acres(Usable/Gross):	1.90/1.90
Land-SF(Usable/Gross):	82,764/82,764
Usable/Gross Ratio:	1.00
Topography:	Level
Corner Lot:	No

Zoning Code:	GC
Zoning Desc.:	General Commercial
Source of Land Info.:	Public Records

Comments

This transaction represents the sale of a commercial vacant parcel located along Galilee Road, an low-traffic interior street. Surrounding land uses include light industrial, office and some commercial uses.

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Commercial
Address:	NWQ Sierra Meadows and Granite Dr.
City/State/Zip:	Rocklin, CA 95677
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	1945142

Zoning Desc.:	Retail Business
Source of Land Info.:	Public Records

Sale Information

Listing Price:	$229,000
Effective Listing Price:	$229,000
Listing Date:	04/25/2018
Sale Status:	Listing
$/Acre(Gross):	$504,294
$/Land SF(Gross):	$11.58
$/Acre(Usable):	$504,294
$/Land SF(Usable):	$11.58
Grantor/Seller:	TQ Real Estate Investment, LLC
Grantee/Buyer:	Listing
Property Rights:	Fee Simple
Exposure Time:	13 (months)
Financing:	Cash to seller
Verified By:	Ligia Dejeu
Verification Date:	04/27/2018

Comments

Active listing of a commercial parcel located in Rocklin. The property comprises a portion of the Sierra Meadows Plaza.

Pad site within the Sierra Meadows Plaza.

Improvement and Site Data

Legal/Tax/Parcel ID:	045-101-070
Acres(Usable/Gross):	0.45/0.45
Land-SF(Usable/Gross):	19,782/19,782
Usable/Gross Ratio:	1.00
Zoning Code:	C-2

Addendum D

Engagement Letter

CITY OF ROSEVILLE CALIFORNIA

City Clerk
311 Vernon Street
Roseville, California 95678-2649

May 4, 2018

Kevin K Ziegenmeyer
Seevers Jordan Ziegenmeyer
Dba Integra Realty Resources
3825 Atherton Rd., Suite 500
Rocklin, CA 95765

AGREEMENT FOR APPRAISAL SERVICES – Roseville Junction Station

Enclosed is your fully executed original agreement.

If you have any questions, please call Wayne Wiley at 916-774-5283.

SONIA OROZCO, CMC
CITY CLERK

By:

Rosalinda Parra,
Deputy Clerk II

Cc: Economic Development

AGREEMENT FOR APPRAISAL SERVICES

Project: Roseville Junction Station

THIS AGREEMENT, is made and entered into this 2nd day of MAY, 2018, by and between the City of Roseville, a municipal corporation ("CITY"), and Seevers Jordan Ziegenmeyer dba Integra Realty Resources, Inc., a California general partnership ("APPRAISER"); and

W I T N E S S E T H:

WHEREAS, CITY requires certain appraisal services concerning the Roseville Junction Station and APPRAISER is willing to provide such services;

NOW, THEREFORE, the parties agree as follows:

1. Appraisal. APPRAISER shall appraise and establish the Market Value for the real property described in Exhibit "A" ("the Property"), attached hereto and incorporated herein by this reference. APPRAISER shall prepare and submit two copies of a written appraisal report to the City Attorney of CITY, and shall mark the report "CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE." The report shall contain at least the following:

(a) Date of inspection of the Property, statement that the owner of the Property was invited to attend, and statement whether or not the owner or the owner's representative attended;

(b) Description of the Property with color photographs;

(c) Listings and description of comparable sales with color photographs of each comparable sale;

(d) Comparable sales map;

(e) Narrative description of the manner in which the conclusion of Market Value was reached, which valuation method or methods were used, and reasons why particular valuation methods were used or not used;

(f) Date of valuation;

(g) All assumptions or limiting conditions;

(h) Statement that APPRAISER has no interest in the Property;

(i) Statement of APPRAISER's qualifications; and

(j) A certificate of APPRAISER in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference.

2. Compensation. CITY shall pay APPRAISER a total not to exceed amount of three thousand two hundred ($3,200) for tasks performed pursuant to this Agreement.

3. Compliance with Laws. APPRAISER shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

4. Ability to Perform. APPRAISER agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

5. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

6. No Assignment. APPRAISER shall not assign this Agreement. APPRAISER shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without the prior written consent of CITY.

7. Independent Contractor. APPRAISER 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.

8. Representations and Warranties. APPRAISER warrants that it has not employed or retained any company or person, other than a bona fide employee working for APPRAISER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

9. Termination. This Agreement may be terminated at any time by written notice from CITY, with or without cause. In such event, all finished and unfinished documents, project data, and reports shall, at the option of CITY, be delivered to CITY and become its property. APPRAISER shall immediately stop work, and shall within ten (10) days deliver a final invoice for services to CITY.

10. No Conflict of Interest. APPRAISER (including principals, associates and professional employees) warrants that it is qualified to provide the services contracted for, and covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in the Property covered by this Agreement or any other interest which would conflict in

any manner or degree with the performance of its services hereunder. APPRAISER further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

11. Confidentiality. APPRAISER acknowledges that this Agreement is entered into in contemplation of potential eminent domain litigation. APPRAISER covenants that it will keep confidential all appraisals, conclusions, work product, communications and every other matter relating to this Agreement.

12. Indemnification. To the fullest extent allowed by law, APPRAISER 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 APPRAISER'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.

APPRAISER'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.

13. Insurance. APPRAISER 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
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. APPRAISER 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. APPRAISER 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 and Professional Liability. Such insurance shall specifically cover the contractual liability of APPRAISER. The additional insured coverage under the APPRAISER'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. APPRAISER 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. Subcontractors. APPRAISER 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, APPRAISER shall require its subcontractors to agree to be bound to APPRAISER and CITY in the same manner and to the same extent as APPRAISER is bound to CITY under this Agreement. Additionally, APPRAISER 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.

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. APPRAISER hereby agrees to waive subrogation which any insurer of APPRAISER may acquire from APPRAISER 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 worked performed by APPRAISER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve APPRAISER 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.

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. Notices. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

CITY	APPRAISER
Laura Matteoli Acting Economic Development Director 311 Vernon Street Roseville, CA 95678	Kevin K. Ziegenmeyer Seevers Jordan Ziegenmeyer dba Integra Realty Resources 3825 Atherton Road, Suite 500 Rocklin, CA 95765

Either party may amend its address for notice by giving notice to the other party.

17. Time is of the Essence. Time is of the essence of this Agreement. APPRAISER shall complete the appraisal required under this Agreement by May 14, 2018. For each day that APPRAISER is late in completing such work, and inasmuch as the actual damages which would result from such breach by APPRAISER under this Agreement are uncertain, and would be impractical or extremely difficult to fix, APPRAISER agrees that it shall pay, or CITY shall deduct from APPRAISER's fee, the sum of one hundred and fifty ($150) dollars as liquidated damages.

18. Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

19. 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 hereof. All of the parties assume joint responsibility for the form and position of each and all of the contents of this Agreement and they agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each every part hereof.

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. Integration. This is an integrated Agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and APPRAISER has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Acting Economic Development Director

SEEVERS JORDAN ZIEGENMEYER DBA INTEGRA REALTY RESOURCES, INC., California general partnership

BY: _____
its Managing Director

and

BY: _____
its Admin Assistant

EXHIBIT "A"

Exhibit A

Parcel numbers:

012-200-001
012-200-002
012-200-014
012-200-015
012-200-016
012-200-017
012-200-022
012-200-023
012-200-024
012-200-025
012-200-028

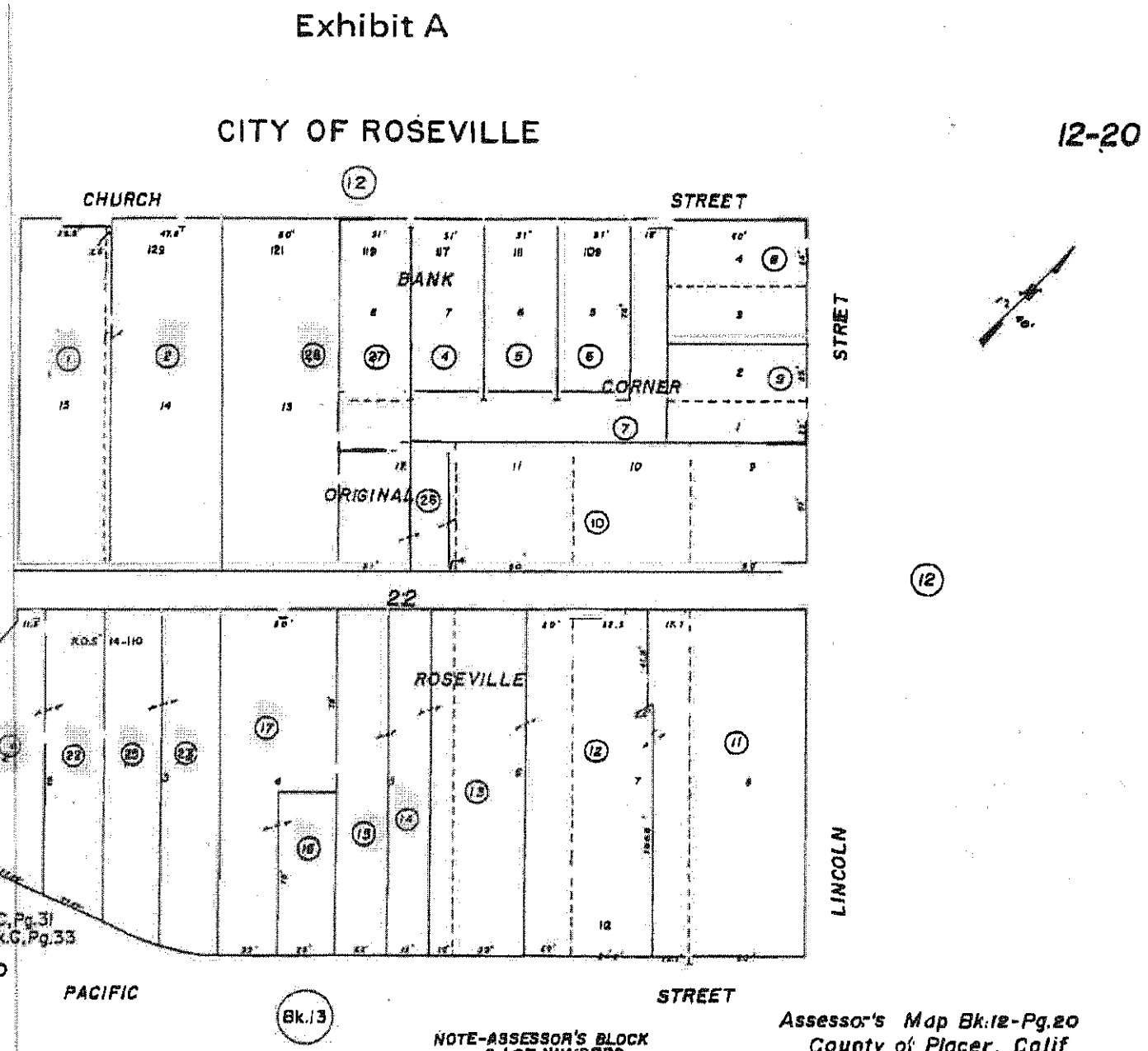


EXHIBIT "B"

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the subject property herein appraised and that the property owners _____ were present during an inspection of the subject property and the acquisition area. A personal field inspection of the comparable sales relied upon in making this appraisal has also been made. The subject and the comparable sales relied upon in making this appraisal are as represented by the photographs contained in this report.

That to the best of my knowledge and belief the statements contained in this appraisal are true and the information upon which the opinions expressed therein are based is correct, subject to the assumptions and limiting conditions set forth in the appraisal.

That I understand that such appraisal is to be used in connection with the acquisition of the subject property by the City of Roseville for _____.

[Add if applicable: That such appraisal has been made in conformity with the appropriate State and Federal acquisition laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such properties consists of items which are noncompensable under established law of California.]

The analysis, opinions, and conclusions in this report were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the American Institute of Real Estate Appraisers.

That neither my employment nor my compensation for making this appraisal report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of such property appraised.

The out-of-context quoting from, or partial reprinting of, this report is not authorized.

That I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the City of Roseville, and I will not do so until so authorized by the City, or until I am required to do so by due process of law, or until I am relieved of this obligation by having publicly testified as to such findings.

My opinion of value of the Just Compensation for the property has an effective valuation

date of _____, and the value as estimated for Just Compensation is as follows:

Dollars

($_____)

_____ _____

Appraiser/APPRAISER Date